



AGENDA

January 10, 2018

CITY COUNCIL 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 November 15, 2017 City Council Meeting, December 6, 2017 City Council Closed Session/City Council Meeting/Housing Authority Meeting, December 12, 2017 City Council Legislative Platform/City Council Closed Session, and December 20, 2017 City Council Meeting/Housing Successor of the Redevelopment Agency Meeting.

CC #: 8988

File #: 0102-03

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

Bids / Purchases / Services

6.2. Fertilizer Plus Dimension (RFQ 01-3152) - Purchase Orders

Memo from Buyer Loni Countryman and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 18-02 APPROVING A PURCHASE ORDER WITH CROP PRODUCTION SERVICES. The Parks Maintenance Division has an ongoing requirement for fertilizer plus dimension. The estimated annual cost of the fertilizer plus dimension is \$156,327.60, or not to exceed department budgeted amounts. Funding is included in the Parks Maintenance Division's FY2017-18 budget. Staff requests authorization for four additional one-year renewals without further Council approval contingent upon budget approval each fiscal year.

CC #: 8971

File #: 0203-10

CONTACT: Loni Countryman 916-774-5734 lcountryman@roseville.ca.us

6.3. Relays, Meters, and Accessories (RFQ 01-3148) - Purchase Orders

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 18-18 APPROVING A PURCHASE ORDER WITH MEGA POWER SYSTEMS, INC. FOR RELAYS, METERS AND ACCESSORIES; and adopt RESOLUTION NO. 18-19 APPROVING A PURCHASE ORDER WITH

SCHWEITZER ENGINEERING LABORATORIES FOR RELAYS, METERS AND ACCESSORIES; and adopt RESOLUTON NO. 18-20 APPROVING A PURCHASE ORDER WITH BITRONICS, LLC, FOR RELAYS, METERS AND ACCESSORIES; and adopt RESOLUTION NO. 18-21 APPROVING A PURCHASE ORDER WITH SCHNEIDER ELECTRIC FOR RELAYS, METERS AND ACCESSORIES; and adopt RESOLUTION NO. 18-22 APPROVING A PURCHASE ORDER WITH ICMi FOR RELAYS, METERS AND ACCESSORIES. Staff recommends Council approve purchase orders to five separate vendors for the purchase of relays, meters and accessories to be purchased on an as-needed basis. This equipment will be used to replace end-of-life equipment at electric substations throughout the City's electric system. The estimated total for the initial contract is \$325,000.00, or not to exceed department budgeted amounts. Funding is included in the Electric Rehab Relay Replacement Project FY2017-18 budget and future FY2018-19 approved Electric capital project budgets. Staff requests authorization for four additional one-year renewals of the bid contract without further Council approval.

CC #: 8989

File #: 0203-07

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

6.4. Refuse Compactor - Purchase Order

Memo from Refuse Superintendent Shelly Tilley and Environmental Utilities Director Richard Plecker recommending Council authorize a purchase order for a 20-yard Wastequip Self-Contained refuse compactor for use by several businesses along the 200 block of Vernon Street, utilizing National Joint Powers Alliance Contract #041217-WQI. The total estimated cost for the compactor is \$25,133.00, and will be funded through the Solid Waste Division's Capital Purchases fund.

CC #: 8973

File #: 0203-09

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

Resolutions

6.5. Veranda - Certificate of Completion

Memo from Construction Inspector Tim Rath and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 18-04 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS VERANDA 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 #: 8974

File #: 0400-04-08-1

CONTACT: Tim Rath 916-774-5252 trath@roseville.ca.us

6.6. Village Center Park Master Plan Approval

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-15 APPROVING THE MASTER PLAN FOR THE VILLAGE CENTER PARK SITE (W-54). The master plan is consistent with the proposal included in the rezone concept plan. A center plaza area with a children's play area, restroom, covered picnic area and a water play component is shown. Also, pedestrian paths meander throughout the park site. Funding for the Village Center Park Project is provided through the West Roseville Park Development Fund as well as those memorialized in the development agreement. Maintenance for this park is through the West Roseville Community Facilities District for Service. There will be no General Fund impact.

CC #: 8985

File #: 0704-01

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

6.7. After School Education and Safety Program - Memorandum of Understanding Amendment

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-06 APPROVING A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT REGARDING THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Memorandum of Understanding between the City and the Roseville City School District (RCSD) to operate the After School Education and Safety Program was executed on September 20, 2017. The RCSD receives grant funding and reimburses the City's Parks, Recreation & Libraries Department to operate the program at Cirby and Woodbridge Elementary Schools. As a result of a recent audit review process, both parties have agreed to amend the agreement to include language that specifies a total cap of City reimbursement at \$235,700.00. The City's reimbursement offsets approximately 60% of the total budget to provide the program at both locations. The balance is funded within the Youth Development Fund. As a result, there is no General Fund impact.

CC #: 8976

File #: 0704 & 0705

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

6.8. California State of Good Repair Funds for Transit Fleet Preventive Maintenance

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon

Herndon recommending Council adopt RESOLUTION NO. 18-23 APPROVING THE SB1 STATE OF GOOD REPAIR PROJECT LIST FOR FY2017-18 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A REQUEST FOR SCHEDULED ALLOCATION OF \$159,896 IN SB-1 STATE OF GOOD REPAIR GRANT FUNDS AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. This item requests authorization to accept \$159,896.00 in Senate Bill 1 State of Good Repair funds for use in the preventive maintenance of Roseville Transit Local Fixed Route buses fleet. No General Funds will be used on this project.

CC #: 8991

File #: 0214

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.9. Recruitment Services Agreements

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-09 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND GVP VENTURES INC. DBA BOB MURRAY & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-10 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-11 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND EXPERIS US, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-12 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND KANEKO & KRAMMER CORP. DBA KOFF & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-13 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND RALPH ANDERSEN & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-14 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND WBCP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve agreements for recruitment services with Bob Murray & Associates, CPS HR Consulting, Experis US, Inc., Koff & Associates, Ralph Andersen & Associates, and WBCP, Inc. to conduct executive recruitments on behalf of the City. The total cost of each recruitment is not to exceed \$30,000.00. Services would be paid on an as-needed basis by the department filling the anticipated vacancy.

CC #: 8984

File #: 0600-07

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

6.10. Classification & Compensation - Professional Services Agreement Amendment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-05 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BRYCE HR CONSULTING, INC., 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 Bryce Consulting, Inc. for employee classification and compensation analysis City-wide. Total compensation shall not exceed \$50,000.00. This cost is budgeted in the current approved FY2018 budget.

CC #: 8975

File #: 0600-01

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

6.11. Power Management Services - Service Agreement Amendment

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-03 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The amendment adds the ability for Alliance for Cooperative Energy Services to execute transactions beyond one month at the City's direction. There is no fiscal impact.

CC #: 8972

File #: 0800-03

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

6.12. Annual Power Source Disclosure Resolution

Memo from Electric Compliance Analyst Jamie Johnson and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-07 APPROVING THE 2016 ANNUAL POWER SOURCE DISCLOSURE REPORT AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT. This item is requesting Council approve the 2016 Annual Power Source Disclosure Report and Attestation of the Veracity of the Annual Report, as required by state law. Approval of this resolution has no financial impact to the City of Roseville.

CC #: 8977

File #: 0800-03

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

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

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-01 ACCEPTING THE PUBLIC WORK KNOWN AS THE DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE.

The City's Environmental Utilities Department completed final inspection of the project in June 2017 and found the work to be completed in accordance with the improvement plans and specifications and is now ready for acceptance. The total cost of the construction contract with MCM Roofing Company, Inc. including all change orders was \$280,357.41. The project was funded under the Wastewater Rehabilitation Fund.

CC #: 8970

File #: 0900-02-02-1

CONTACT: Edward Winston 916-774-5432 ewinston@roseville.ca.us

6.14.Conflict of Interest Disclosure Amendment

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 18-16 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 17-51. 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 2017. There is no fiscal impact.

CC #: 8987

File #: 0503-02

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

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

6.15.North Central Roseville Specific Plan Roadway Improvement Project - Budget Adjustment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5926 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS

ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council adopt an ordinance for a budget adjustment in the amount of \$5,828,030.94 from the North Central Roseville Specific Plan Community Facilities District to the North Central Roseville Specific Plan Roadway Improvement Project. This project includes the widening of Roseville Parkway from three to four lanes in each direction between Creekside Ridge Drive and Gibson Drive, and adding triple left turn lanes from southbound Pleasant Grove onto eastbound Roseville Parkway. The budget adjustment will cover project management, design, construction inspection, and most of the construction contract. Depending upon the bid results of the construction contract, a subsequent budget adjustment to fully fund the project may be needed at the time of award. The most likely source of additional funding would be the Traffic Mitigation Fund. No General Funds will be used for this project.

CC #: 8925

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

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

6.16. Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project- Design Assist Construction Agreement and Budget Adjustment

Memo from Senior Engineer Luz "Nina" Buelna and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-17 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND AUBURN CONSTRUCTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5924 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of the Design Assist Construction Agreement with Auburn Contractors Incorporated for construction of the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project. This project comprises construction of new cogeneration facilities to offset power use at the plant, and treatment process improvements to provide plant operations the ability to meet final effluent discharge requirements for more stringent nitrate plus nitrite limits. Total cost of this construction project is \$18,420,300.00. Funding for the project is included in Wastewater Rehabilitation Fund. \$4,829,890.00 will be transferred from the Wastewater Rehabilitation Fund to the project account to cover the full cost of construction. This budget adjustment will be done to increase the project account balance to cover construction cost.

CC #: 8986

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

CONTACT: Luz "Nina" Buelna 916-774-5688 lbuelna@roseville.ca.us

6.17. Waltrip Jr. Park - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5923 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This budget adjustment request seeks to re-open the account using the funds previously allocated towards the project for developer reimbursement. This adjustment brings the total reimbursement to \$308,150.00. Funding for the development of Waltrip Jr. Park is provided through the Stoneridge Neighborhood Park Fund and was approved during the FY2016-17 budget process. No new funds are being requested.
CC #: 8979

File #: 0704-01 & 0201-01

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

Ordinances (for second reading and adoption)

6.18. Second Reading - Personnel Rule Revision - 3.07.130 Medical Separation/Termination

ORDINANCE NO. 5925 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 3.07.130 AND 3.07.140 OF CHAPTER 3.07 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE AND ADDING A NEW SECTION 3.07.130 TO CHAPTER 3.07 OF TITLE 3 TO THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL ACTIONS, for second reading and adoption.

CC #: 8992

File #: 0600-03

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

Reports / Requests

6.19. Out of State Travel Request - Electric Department

Memo from Administrative Technician Patrick Zanardelli and Electric Utility Director Michelle Bertolino recommending Council approve an out-of-state travel request for an Information Technology Analyst to attend the Link 2018 Conference hosted by Schneider Electric. Due to advancements in technology and the growing role of GIS within the utility industry, a number of significant changes are expected in the next few years. The scope of these changes will require additional expertise from City Information Technology staff in order to assist the Electric Utility in the smooth transition to new technologies. The estimated total cost of the conference and travel of \$2,800.00 is included in Roseville Electric utility's FY2018 approved budget.

CC #: 8978

File #: 0600-02

CONTACT: Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

6.20. Sierra Vista - Federico Large Lot Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Sierra Vista - Federico 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 43 large lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8983

File #: 0400-07

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

Ceremonial Documents

6.21. Proclamation - School Choice Week

Proclaim January 21-27, 2018 as School Choice Week and urge residents of our community, to support all public and non-public K-12 education options for all children.

CC #: 8981

File #: 0102-06

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

6.22. Resolution of Commendation and Appreciation to Jamie Hazen

Jamie Hazen be commended for her 19 years of outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8994

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Park Naming Approval

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-08 APPROVING PARK NAME RECOMMENDATIONS. The City's park naming policy allows for certain park amenities to be named after individuals as the subcommittee, Parks & Recreation Commission, and Council deem appropriate. The subcommittee reviewed the new name submissions along with names on the "active" list from last year and are forwarding one name recommendation for each new park. Park identification signs for the new parks will be included in the construction budgets of each park.

CC #: 8980

File #: 0704-01

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Roadway System Capital Improvements Project Sensitivity Analysis

Presentation from Engineering Manager Chris Kraft and Development Services Director Kevin Payne on the findings of the roadway sensitivity analysis, and the Roadway System Capital Improvement Program (CIP) Five-year Sensitivity Analysis as described in the November 6, 2017 DKS Associates Memorandum. Staff is requesting that Council prioritize the construction of CIP improvements as identified, and to come back to Council with a budget adjustment to construct an emergency access road on Phillip Road. This action addresses improvements that are funded through the City's Traffic Mitigation Fee program and a future budget request to Council for improvements to Phillip Road, as such, this request has no impact to the City's General Fund.

CC #: 8995

File #: 0800-06

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

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Broadstone Senior Apartments and Holden Assisted Living Project - Fee Deferrals

The public hearing has been continued to the meeting of January 17, 2018.

CC #: 8990

File #: 0215-07

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

9.2. Pleasant Grove/Curry Creek Watershed Mitigation Fee Update and Ordinance Amendment

Memo from Engineering Manager Chris Kraft and Development Services Director Kevin Payne recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.48.020, 4.48.050, 4.48.070 AND 4.48.140 OF CHAPTER 4.48 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PLEASANT GROVE/CURRY CREEK WATERSHED DRAINAGE MITIGATION FEE. This Ordinance amends Chapter 4.48 of the Roseville Municipal Code relating to the Pleasant Grove/Curry Creek Watershed Drainage Mitigation Fee. This mitigation fee supports the future construction of the regional volumetric retention facility, to be located on the Al Johnson Wildlife Area (formerly Reason Farms), which will mitigate downstream volumetric storm water increases related to development within the City. This is a developer impact fee and has no impact to the City's General Fund.

CC #: 8993

File #: 0800-06

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

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8988
File #: 0102-03

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

Meeting Date: 1/10/2018
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve the Minutes of November 15, 2017 City Council Meeting, December 6, 2017 City Council Closed Session/City Council Meeting/Housing Authority Meeting, December 12, 2017 City Council Legislative Platform/City Council Closed Session, and December 20, 2017 City Council Meeting/Housing Successor of the Redevelopment Agency Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

November 15, 2017

December 6, 2017

December 12, 2017

December 20, 2017



MINUTES
November 15, 2017

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

1. CALL TO ORDER

Vice Mayor Bonnie Gore called the November 15, 2017 City Council meeting to order 7:00 p.m.

2. ROLL CALL

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

Present: Alvord, Herman, Allard, Gore
Absent: Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Scott Alvord.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

Morton J. Oikle - requested Council honor Veterans by flying city flags all along

Vernon Street on Veteran's Day.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by Scott Alvord, to approve the Consent Calendar as presented. The Motion Passed.

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

Absent: Rohan

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the minutes of the October 4, 2017 City Council meeting, and the October 5, 2017 City Council Goals Workshop.

CC #: 8879

File #: 0102-03

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

Bids / Purchases / Services

6.2. Hydropneumatic Tank System (RFQ 01-3146) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council approve a purchase order to Steel Structures, Inc. for a hydropneumatic tank to replace an existing tank at the City's water treatment plant. The total cost for the tank is \$42,455.00 plus tax of \$3,077.99 for a grand total of \$45,532.99. Funding is included in the Environmental Utilities Water Department FY2017-18 budget.

CC #: 8859

File #: 0203-09

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

6.3. Vehicle Purchases

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Future Ford, Inc. for six Ford F150 trucks utilizing RFQ 01-3145; and authorize three purchase orders to Holt of California for one Caterpillar (CAT) 301.7D mini excavator, one CAT 420F2 backhoe loader and one CAT 430F2 backhoe loader utilizing National Joint Powers Alliance contract #032515-CAT. The total cost of six Ford F150 trucks is \$171,179.30. The total cost of one CAT 301.7D mini excavator is \$34,632.93, one CAT 420F2 backhoe loader is \$126,819.78 and one CAT 430F2 backhoe loader is \$141,126.41. Funding for these vehicles is included in the

FY2017-18 Auto Replacement Budget.

CC #: 8866

File #: 0203-01

CONTACT: Brian Craighead 916-744-5731 bcraighead@roseville.ca.us

Resolutions

6.4. Fiddymment Ranch Phase 2 Village F-13B1 - Certificate of Completion

Memo from Construction Inspector Orville Chatterton and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-458 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch – Phase 2 Village F-13B1 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. Staff requests Council adopt a resolution accepting Fiddymment Ranch Phase 2 Village F-13B1, CWJ#160049, as complete and direct staff to execute the Certificate of Completion. 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 #: 8858

File #: 0400-04-09-1

CONTACT: Orville Chatterton 916-774-5576 ochatterton@roseville.ca.us

6.5. West Roseville Specific Plan Parcel W-24 - Deferred Improvement Agreement

Memo from Assistant Engineer Jeff Hendrix and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-462 APPROVING A DEFERRED IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that City Council approve the Deferred Improvement Agreement with Lennar Homes of California, Inc. to complete landscape improvements. This action has no impact to the City's General Fund as the cost for improvements will ultimately be born by the project developer.

CC #: 8870

File #: 1007

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

6.6. Woodcreek Oaks Boulevard Widening Project - Agreement for Sale of Wetland Mitigation Credits

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon

Herndon recommending Council adopt RESOLUTION NO. 17-463 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WILDLANDS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting Council approve of an Agreement for Sale of Wetland Mitigation Credits in the amount of \$33,750.00 as mitigation for impacts to riparian habitat due to the construction of the Woodcreek Oaks Boulevard twin bridge over the South Branch of Pleasant Grove Creek, as required by a permit with the California Department of Fish & Wildlife. The purchase of the credits is funded by Traffic Mitigation Fees already budgeted for the project. No General Funds are being used for this project.

CC #: 8871

File #: 0704-02

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

6.7. South Placer Transportation Call Center Agreement and Transit Ambassador Program Memorandum of Understanding

Memo from Alternative Transportation Manager Mike Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-467 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY REGARDING THE SOUTH PLACER TRANSPORTATION CALL CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-468 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY REGARDING THE TRANSIT AMBASSADOR PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City will continue as the lead agency for administering the South Placer County Transit Information Center and the regional Transit Ambassador Program, each for an additional four-year term. Per the proposed Agreement and Memorandum of Understanding, the Western Placer Consolidated Transportation Service Agency will provide annual funding for the programs in the amounts of \$300,000.00 for the Call Center, and \$30,000.00 for the Transit Ambassador Program. The City does not expend any of its own funds to manage or operate the Call Center or Transit Ambassador Program.

CC #: 8875

File #: 0721-03

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

6.8. User and Regulatory Fee Study - Professional Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kaufmann recommending Council adopt RESOLUTION NO. 17-461 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE CLEARSOURCE FINANCIAL CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE

IT ON BEHALF OF THE CITY OF ROSEVILLE. The City contracted with ClearSource Financial Consulting in 2015 to provide an analysis of user and regulatory fees and a master fee schedule booklet. Finance chose Clearsource Financial Consulting as the firm to re-analyze the fees for the upcoming FY2018-19 fee booklet. The professional services agreement has an amount not to exceed \$28,050.00. Funding for this service is already included in the Finance Department's approved FY2017-18 budget. Funding for services beyond FY2017-18 are subject to future City Council approval of the Finance Department's budget.

CC #: 8863

File #: 0215

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

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

6.9. Environmental Utilities Department Historical Data Repository Replacement Project - Professional Services Agreement and Out of State Travel Request

Memo from EIM Systems Administrator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-460 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MYTHICS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve out of state travel for two Environmental Utilities staff members to attend Factory Acceptance Testing of the new hardware and software at Mythic's development facility in Virginia Beach, Virginia. The Historical Data Repository is a centralized Oracle data storage and reporting system for the Environmental Utilities Department's water and wastewater compliance data. The Environmental Utilities Department requires professional assistance to replace the existing data repository hardware and software. The total cost of the agreement with Mythics, Inc. is \$2,619,260.88 with funds available in the Historical Data Repository Replacement Project Capital Improvement Project.

CC #: 8862

File #: 0800-02 & 0600-02

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

6.10. On-Call Architectural Services - Professional Design Services Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-459 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ATI ENGINEERING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department is projecting a number of capital improvement projects, including new park design and construction along with major rehabilitation projects over the next four to five years. The agreement includes a one year base term with the option of two additional one-year extensions. Funding for services shall be provided through capital improvement projects as approved during the fiscal year budgets, an approved professional services budget, or

developer reimbursements. Project specific quotes will be obtained prior to the start of any work. The base year total is not-to-exceed \$250,000.00.

CC #: 8861

File #: 0704

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

6.11. F-95 Pocket Park - Park Development Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-457 APPROVING A PARK DEVELOPMENT AGREEMENT FOR F-95 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Consistent with the approved 2003 Development Agreement for West Roseville/Fiddymont Ranch, pocket parks within the West Roseville Specific Plan are to be constructed by the developer concurrent with the construction of the adjacent villages. F-95 is the pocket park located within Fiddymont Ranch phase 2 Villages 8D and 9D. The entitlements for these villages have been approved and construction is underway. The construction of the pocket parks within the West Roseville Specific Plan area is the sole responsibility of the developer. No park fee credits are applied to the project. Maintenance of the pocket parks are included in the West Roseville Community Facilities for Service. There is no General Fund impact with this request.

CC #: 8857

File #: 0704-01

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

6.12. Enterprise Resource Planning - Change in Spending Authority

Memo from ERP Project Manager Nafees Coleman and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-456 INCREASING CHANGE ORDER AUTHORITY FOR THE ENTERPRISE RESOURCE PLANNING PROJECT. Staff recommends that the City Council adopt a resolution to increase the expenditure authority of the contingency amount to cover costs of unexpected changes that may occur to the project scope of the Enterprise Resource Planning Project of no more than 15% (approximately \$882,143.00) of the total project costs. Funding for the increased contingency amount is within the original approved spending level, in the Interfaces and Integration portion of the project budget, and no incremental funds are being requested. As such, this amendment will not increase the amount of General Funds, or any other funds, required for the project.

CC #: 8856

File #: 0800-05

CONTACT: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

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

6.13. Staffing and Salary Schedule Changes

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5887 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5861, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "I" TO BE EFFECTIVE NOVEMBER 25, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5888 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5860, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE NOVEMBER 25, 2017, AS AN URGENCY MEASURE. Staff recommends the City Council approve the Local 39 A and B and Management A and B salary schedules to reflect the deletion of the Code Enforcement Inspector classification and addition of two new classifications of Code Enforcement Inspector I/II, and Senior Geographic Information Systems (GIS) Analyst to best serve the City. Staff also recommends the reclassification of one vacant Police Officer to a Police Sergeant and one vacant Mapping Supervisor allocation to a Senior GIS Analyst allocation to support the City's current business needs. Also, staff recommends the addition of a Database Analyst I/II allocation as a result of a reclassification study as budgeted in FY18 and the addition of one Assistant Engineer allocation resulting from a reclassification study. The Assistant Engineer and Database Analyst I/II positions will be filled through a promotional recruitment process with the resulting vacancies being eliminated. The proposed changes will result in an annual cost of \$43,778.00 and a fiscal impact of \$26,694.00, which have either already been accounted for in the FY18 budget or can be absorbed in the FY18 budget.

CC #: 8865

File #: 0600-01

CONTACT: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

6.14. Community Development Block Grant FY18 Budget and Johnson Pool Capital Improvement Project - FY2017-18 Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt ORDINANCE NO. 5891 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a budget adjustment for the Community Development Block Grant Program which reprograms unspent program availability from prior years, realigns expenditure line items for FY2018 and approves an increase to the Johnson Pool capital improvement project. The total amount of the budget adjustment is \$1,026,169.00.

CC #: 8873

File #: 0113-02 & 0707 & 0201-01

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

6.15. Local Transportation Fund - Budget Adjustment

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5886 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests authorization for a budget adjustment to transfer Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Program grant funds of \$33,068.00 from the Transportation Fund to the Transit Fund to be used toward Roseville Transit's share of the cost to replace the City's existing 800 MHZ Radio Replacement Project.

CC #: 8860

File #: 0201-01

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.16. Downtown Bridges and Trail Improvement Project - Contract Amendment and Budget Adjustment

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-456 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE MARK THOMAS & COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5885 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve a \$190,000.00 budget adjustment and approve an amendment to the design services agreement with Mark Thomas for the Downtown Bridges and Trail Improvement Project. The amendment updates the plans to remove a small portion of the work completed earlier this year, updates the project plans and specifications to the current City standards, and combines the construction of all three bridges into one project. Funding for this budget adjustment and contract amendment is coming from \$102,500.00 in Transportation Development Act funds, and \$87,500.00 from the Public Facilities Fund. There will be no impact to the General Fund.

CC #: 8856

File #: 0721-05 & 02010-01

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

6.17. Oak Street Parking Facility Improvement Project - Agreement Amendment and Budget Adjustment

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-464 APPROVING A FIRST AMENDMENT TO DESIGN-ASSIST

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND C. OVERAA & CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5890 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Construction of the Oak Street Parking Facility started in September 2016. During construction, the contractor submitted various potential change orders (PCOs) as a result of unforeseen site conditions and changes made to the design of the project. These unforeseen site conditions and design changes have resulted in project delays and increased costs. The construction management team has reviewed the PCOs and found several to be warranted. Staff is requesting Council approve a First Amendment to Design-Assist Construction Agreement in the amount of \$514,377.00 and approve a \$500,000.00 budget adjustment. The amendment will be paid for by the Parking Facilities Fund, Redevelopment Agency Bond Interest, and a loan from the Strategic Improvement Fund to be paid back by Downtown Benefit Fees. No General Fund monies will be used.

CC #: 8872

File #: 0401-02-02-1 & 0201-01

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

Reports / Requests

6.18.Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief James Maccoun requesting Council approval for one Police Department bomb technicians to travel to Huntsville, Alabama for an advanced explosives disposal techniques course scheduled from November 28 to December 7, 2017. The Department of Alcohol, Tobacco and Firearms is offering the course, and will pay for the class and all travel expenses. There is no cost to the City.

CC #: 8869

File #: 0600-02

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

6.19.Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief James Maccoun requesting Council approval for a police lieutenant and a police sergeant to attend the Tyler Technologies/New World Systems training conference from April 22-25, 2018 in Boston. New World Systems provides the Police Department's computer aided dispatch, police records, mobile data and automated field reporting systems. The training will allow the lieutenant and sergeant to attend product-specific training and network with users from agencies across the country to exchange ideas and find solutions to common problems. The conference will cost approximately \$4,400.00 for the two staff members, including conference fees, travel, lodging and meals.

CC #: 8868

File #: 0600-02

CONTACT: Claudia Villa 916-774-5003 cvilla@roseville.ca.us

Ceremonial Documents

6.20. Resolution of Commendation and Appreciation to Patrick Brady

Patrick Brady 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 #: 8876

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

6.21. Resolution of Commendation and Appreciation to Lisa Achen

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

CC #: 8877

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Request for Council Discretionary Funds

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco recommending Council consider a request from the Downtown Roseville Partnership in the amount of \$1,500.00 to support their family-friendly holiday event on November 18, 2017.

CC #: 8878

File #: 0102

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

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

City Clerk Sonia Orozco made the presentation to Council.

Stephanie Hill - Sylvia Besana Holiday Parade Director, spoke in support.

Motion by Tim Herman, seconded by John Allard, to approve allocation of Council Discretionary Funds in the amount of \$1,500.00 to the Downtown

Roseville Partnership to support their family-friendly holiday event on November 18, 2017. The Motion Passed.

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

Absent: Rohan

8. APPOINTMENTS

8.1. Roseville Grants Advisory Commission and Transportation Commission- Unscheduled Vacancies

Memo from Deputy Clerk Kelly Adams and City Clerk Sonia Orozco requesting City Council appoint Wendy Green to the Roseville Grants Advisory Commission to fill an unscheduled vacancy with a term ending June 30, 2019, and appoint one (1) applicant to the Transportation Commission to fill an unscheduled vacancy with a term ending December 31, 2020, from the two (2) applications received from Peter Ashby and Gary M. Gutowsky.

CC #: 8864

File #: 0103 & 0103-13-02 & 0103-34-02

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

City Clerk Sonia Orozco made the presentation to Council.

Gary Gutowsky - spoke in support of his application and expressed hope for appointment.

Council consensus to hold over the appointment to the Transportation Commission until five members of the Council are present.

Motion by Tim Herman, seconded by John Allard, to appoint Wendy Green to the Roseville Grants Advisory Commission with a term ending June 30, 2019. The Motion Passed.

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

Absent: Rohan

9. PUBLIC HEARING

9.1. North Central Roseville Specific Plan Parcel 44 - Broadstone Holden - Negative Declaration and the Broadstone Holden Project and General Plan Land Use Amendment

Memo from Associate Planner Gina McColl and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO.17-465 ADOPTING A NEGATIVE DECLARATION AND APPROVING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 44 BROADSTONE HOLDEN PROJECT; and adopt RESOLUTION 17-466 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON

CERTAIN PROPERTY IN THE CITY OF ROSEVILLE. This is a request for a General Plan Amendment, associated with a Design Review Permit and Tentative Parcel Map, to allow development of a 201-unit senior apartment complex and a 121-unit assisted living facility. These actions are developer-initiated and all impacts to the City's General Fund have been addressed in the conditions of approval for the project.

CC #: 8874

File #: 0400-04-04-1 & 0400-03

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Vice Mayor Bonnie Gore opened the public hearing.

Development Services Director Kevin Payne introduced Associate Planner Gina McColl.

Associate Planner Gina McColl made the presentation to Council.

George Phillips - Phillips Land Law, representing Alliance Partners, spoke in support.

Richard Tepolt - inquired on costs to the General Fund if project is approved.

City Manager Rob Jensen responded there is no subsidy from the General Fund.

Vice Mayor Bonnie Gore closed the public hearing.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-465 ADOPTING A NEGATIVE DECLARATION AND APPROVING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 44 BROADSTONE HOLDEN PROJECT; and adopt RESOLUTION NO. 17-466 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Rohan

10. COUNCIL / STAFF / REPORTS/ COMMENTS

Happy Thanksgiving - Councilmember Alvord wished everyone a happy holiday

Hi Mom - Vice Mayor Gore acknowledged her mom who was watching the meeting.

Placer Board of Supervisors Meeting on Homeless Issues - Vice Mayor Gore reported on attendance.

11. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 7:30 p.m.. The Motion Passed.

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

Bonnie Gore, Vice Mayor

Sonia Orozco, City Clerk



MINUTES

December 6, 2017

**CITY COUNCIL CLOSED
SESSION 6:30 p.m.
CITY COUNCIL MEETING
HOUSING AUTHORITY MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California**

CLOSED SESSION

6:30 p.m.

Conference with Real Property Negotiators

Pursuant to Government Code Section 54956.8

Property: 316 Vernon Street, Suites 110-140 (retail space)

City's Negotiators: Rick Martinez and Josh Schmidt (CBRE)

Under negotiation: Price and Terms of Payment of Lease

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

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

1. CALL TO ORDER

Councilmember/Chair Tim Herman called the December 6, 2017 City Council/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

Vice Mayor: Bonnie Gore

Councilmember: Scott Alvord

Councilmember: Tim Herman

Councilmember: John Allard

Mayor: Susan Rohan

Present: Allard, Alvord, Herman

Absent: Gore, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember John Allard.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Roseville Chamber of Commerce

Presentation to the Parks, Recreation, and Libraries Department on the proceeds of the 2017 SPLASH event to benefit youth programs within the City.

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

Roseville Area Chamber of Commerce CEO Wendy Gerig made the presentation to Parks Manager Kathy Barsotti, who responded.

6. PUBLIC COMMENTS

Barbara Markowitz - Spoke to law enforcement and driving issues

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by John Allard, seconded by Scott Alvord, to remove item 7.23 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of October 10, 2017 Special City Council Meeting, October 18, 2017 City Council Meeting, and November 1, 2017 City Closed Session/City Council Meeting.

CC #: 8910

File #: 0102-03

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

Bids / Purchases / Services

7.2. 800MHz Radio System Replacement - Recording System - Service Agreement

Memo from Information Technology Analyst Karl Grover and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-485 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CAPTURE TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804312). Council previously authorized contracts for various companies to deploy different components of the 800MHz radio system including infrastructure, dispatch consoles, and subscribers. The audio logging recorder system was not awarded at the time as further evaluation was required in order to best meet the City's financial needs. The City identified this solution to continue its partnership with the Verint recording system and Capture Technologies as the local support provider. The cost of this service agreement is \$48,151.65 which is included in the 800MHz Radio System Replacement Project's Capital Improvement Program budget.

CC #: 8899

File #: 0800-05

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

7.3. Epoxy Floor - Service Agreement

Memo from Project Coordinator Charlie Fralick and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-491 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND KYA SERVICES LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808222). This service agreement with KYA Services LLC is for epoxy floor replacement at the Roseville Aquatics Center and the Maidu Community Center. The total cost of the contract is \$52,903.26 with no contingency. The project is funded under the FY1017-18 Facilities Rehabilitation Fund.

CC #: 8880

File #: 0203-10

CONTACT: Charlie Fralick 916-774-5706 cfralick@roseville.ca.us

7.4. Network Server Virtualization Software - Purchase Order Renewal

Memo from Information Technology Network Infrastructure Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council authorize a purchase order with Allied Network Solutions to renew software subscription and maintenance support as well as to purchase additional licensing for VMWare network server virtualization software. The total cost for this purchase

order will not exceed \$89,267.00. Funds for license renewal are included in the Information Technology Department's FY2017-18 Internal Service Fund budget while new licenses will be funded through the Citywide Network Infrastructure/Replacement CIP Fund.

CC #: 0203-06

File #: 8912

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

7.5. Alarm Program Administration - Sole Source Service Agreement Renewal

Memo from Public Information Officer Dee Dee Gunther and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 17-470 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND AOT PUBLIC SAFETY CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804075). AOT Public Safety Corporation provides processing, monitoring and collection of alarm permits and false alarm fines. AOT Public Safety, also known as CryWolf, has administered the Police Department's false alarm reduction program since 2011, using data from the department's computer-aided dispatch system and their proprietary software. The cost of the one-year agreement will not exceed \$85,000.00 and is budgeted for in the FY2017-18 approved budget. Staff requests authorization for two additional one-year renewals of the service agreement provided that its respective budget is approved by the City Council, until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8881

File #: 0323

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

7.6. Medical Supplies and Advanced Life Support Drugs - Purchase Order Renewal

Memo from Division Chief David Dolson and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 17-492 APPROVING A PURCHASE ORDER WITH LIFE-ASSIST, INC. Staff requests Council approve the renewal of existing purchase orders for advanced life support (ALS), basic life support medical supplies, and ALS drugs from Life-Assist, Inc. utilizing Sacramento Metropolitan Fire District awarded contract. The estimated cost of the purchases is approximately \$39,000.00 per year but may increase due to fluctuating supply costs. The total cost is not to exceed \$225,000.00 for the term of the contract.

CC #: 8913

File #: 0203-12

CONTACT: David Dolson 916-774-5807 ddolson@roseville.ca.us

7.7. Vehicle Purchase

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize two purchase orders to 72 Hour LLC

dba National Auto Fleet Group for one Dodge Caravan and one Ford Escape utilizing National Joint Powers Alliance contract #120716-NAF. The total cost of one Dodge Caravan is \$28,385.32. The total cost of one Ford Escape is \$24,932.92. Funding for these two vehicles is included in the FY2017-18 Auto Replacement budget.

CC #: 8914

File #: 0203-01

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

7.8. Flooring Services - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-490 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND SIMAS FLOORING & DESIGN COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808034). This is a request of Council to approve a service agreement renewal for flooring services. The total value of this service agreement is \$150,000.00. Funding is included in the FY2017-18 and proposed FY2018-19 Building Maintenance and Facilities Rehabilitation budgets. Staff requests authorization to utilize the optional renewal years of the bid contract provided that the budget is approved, without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8904

File #: 0203-04

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

7.9. Telecommunication System - Service Agreement

Memo from Network Infrastructure Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-471 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804311). The service agreement with Altura Communication Solutions provides for software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services for the City's telecommunication system. The total cost of this agreement will be no more than \$125,000.00. Funding will come from the FY2017-18 Information Technology Internal Service Fund budget.

CC #: 8884

File #: 0203-06

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

Resolutions

7.10. Fiddymment Ranch - Phase 2 Village F-8C Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-486 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-8C 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 88 residential lots and 3 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8900

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

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

7.11. Fiddymment Ranch - Phase 2 Village F-8D - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-487 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-8D 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 38 residential lots, 1 landscape lot and 1 lot for open space. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8901

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

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

7.12. Fiddymment Ranch - Phase 2 Village F-9C Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-488 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-9C 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 83 residential lots and 4 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8902

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

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

7.13. Fiddymment Ranch - Phase 2 Village F-9D Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-489 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-9D 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 40 residential lots and 1 lot for open space. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8903

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

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

7.14. Placer Indoor Sports and Events Center - Memorandum of Understanding

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-493 APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF ROSEVILLE, THE COUNTY OF PLACER, PLACER VALLEY TOURISM, AND PLACER VALLEY SPORTS COMPLEX ON THE PROPOSED PLACER INDOOR SPORTS AND EVENT CENTER, AND THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Memorandum of Understanding with Placer Valley Tourism relates to the renovation, operations, and potential construction on the Placer County Fairgrounds. The action requested has no fiscal impact to the City's General Fund.

CC #: 8915

File #: 0704

CONTACT: Dominick Casey 916-774-5288 dcasey@roseville.ca.us

7.15. Permit Parking - Mariposa Street and Orchid Court

Memo from Assistant Engineer Ted Treleven and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-478 RELATING TO PERMIT PARKING AREAS AND REPEALING RESOLUTION NO. 16-437. Staff recommends designating residential permit parking on Mariposa Street between Coronado Avenue and Tahoe Avenue from 8 AM to 3 PM on weekdays and the removal of permit parking on Orchid Court. The cost of installing the permit parking signs is included in the Street Division's approved FY2017-18 operating budget.

CC #: 8894

File #: 0316-03

CONTACT: Ted Treleven 916-774-5344 ttreleven@roseville.ca.us

7.16. Sunrise Avenue and Douglas Boulevard Widening Project - Reimbursement Agreement

Memo from Assistant Engineer Jeffrey Hendrix and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-475 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN L. SULLIVAN FAMILY LTD. PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The public improvements proposed to be constructed are estimated to be valued at \$667,169.42. By entering into a Reimbursement Agreement, the property owner will be eligible to request full reimbursement for all work associated with the project once the work is deemed complete and accepted by the City. This reimbursement will be provided through the collection of Traffic Mitigation Funds, therefore this action has no impact to the City's General Fund.

CC #: 8887

File #: 1008 & 0900-04-02

CONTACT: Jeffrey Hendrix 916-774-5463 jhendrix@roseville.ca.us

7.17. Waltrip Jr. Park - Park Development Agreement Amendment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-484 APPROVING A SECOND AMENDMENT TO PARK DEVELOPMENT AGREEMENT WALTRIP JR. (FORMERLY SSP-56) PARK SITE IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a second amendment to Waltrip Jr. (Formerly SSP-56) park site improvements agreement, increasing reimbursement amount paid to Elliot Homes by \$102,808.00 to cover additional expenses that were not included in the original agreement. The expenses include permits, inspection, and plan review or geotechnical services, which are typically included in other turn-key capital projects. The total reimbursement amount is \$308,150.00, and will be combined with applied park development credits to cover the entire project cost. Funds will be used from the Stoneridge Neighborhood Park Fund. There is no fiscal impact to the General Fund.

CC #: 8897

File #: 0704

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

7.18. Street Closure Request - Commitment Day Fun Run - January 1, 2018

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending adopt RESOLUTION NO. 17-474 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LIFETIME FITNESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Street closures include the following streets and lanes on Monday,

January 1, 2018 from 8:30 - 11:30 a.m.: Stone Canyon Drive between the residential gate of the Stoneridge subdivision and East Roseville Parkway; and westbound lanes two and three from Alexandra Drive to the Lifetime Fitness business entrance on East Roseville Parkway for the Commitment Day Fun Run organized by Lifetime Fitness. All costs associated with this event for City services will be reimbursed by Lifetime Fitness.

CC #: 8886

File #: 0109-02

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

7.19. Retail Electric Energy Services Agreements with Local School Districts

Memo from Energy Services Account Representative Bill Chaplin and Electric Utility Director Michele Bertolino recommending Council adopt RESOLUTION NO. 17-479 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-480 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-481 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND EUREKA UNION SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-482 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND 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 item requests the renewal of the Electric Utility Services Agreements with local school districts, for a term of five years. The four contracts will continue joint energy services planning between the City and the school districts and provide a combined \$150,000.00 per year in energy savings for the school districts. Funds for these services are included in the electric utility's operating budget and rate cases.

CC #: 8895

File #: 0800-03

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

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

7.20. Traffic Mitigation Fund Budget Adjustment

Memo from City Engineer Marc Stout and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5892 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN

AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to transfer budgeted FY18 Traffic Mitigation Funds in the amount of \$1,500,000.00 into the Developer Reimbursement Account. This will ensure the funding is available to reimburse private developers who construct infrastructure with their projects that is identified in the City's Capital Improvement Program and is eligible for reimbursement via Traffic Mitigation Fees. These funds are available in the City's Traffic Mitigation Fund and does not have any impact on the General Fund.

CC #: 8889

File #: 0215-06 & 0201-01

CONTACT: Marc Stout 916-774-5482 mstout@roseville.ca.us

7.21. Special Financing Districts Fee Schedule - Professional Services Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION 17-477 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEARSOURCE FINANCIAL CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5895 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a professional services agreement with ClearSource Financial Consulting in the amount of \$18,600.00 to develop a fee schedule for developer use during future special financing districts formations. A budget adjustment is also requested to transfer the necessary funds from the Pooled Unit Park Transfer Fund to the Park Development Operations budget to fully fund the project. There is no net impact to the General Fund.

CC #: 8892

File #: 0704 & 0206-03 & 0201-01

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

7.22. Capital Improvement Projects Carry Forward - Budget Adjustment

Memo from Budget Analyst Valerie DePeel and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5894 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment lists Capital Improvement Projects and associated transfers and revenues that were approved by City Council prior to June 30, 2017. These projects are ongoing, requiring the unspent budget balances in the FY2016-17 budget to be brought forward to the current fiscal year's budget (FY2017-18). This budget adjustment has no fiscal impact.

CC#: 8891

File#: 0201-01

CONTACT: Valerie DePeel 916-774-5208 vdepeel@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Reports / Requests

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

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

CC #: 8893

File #: 0709-02-01

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

Removed by Natasha Roberson to speak to concerns regarding housing voucher limits and unavailability of units to rent.

Economic Development Manager Laura Matteoli provided clarification.

Item for information only. No action taken.

Ceremonial Documents

7.24. Resolution of Commendation and Appreciation to Carol Armour

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

CC #: 8905

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

7.25. Resolution of Commendation and Appreciation to Jeanne Aujay

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

CC #: 8917

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.26. Resolution of Commendation and Appreciation to Patrick Grass

Patrick Grass 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 #: 8906

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

7.27. Resolution of Commendation and Appreciation to Steven Lindbeck

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

CC #: 8907

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.28. Resolution of Commendation and Appreciation to Jay Warren

Jay Warren 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 #: 8908

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Village Center Park - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5893 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment of \$2,200,000.00 for the design and construction of the Village Center Park, located between Pleasant Grove Boulevard and Mayhew Drive in West Roseville. Based on the original West Roseville Financing Plan, 60% of the estimated funding is provided by the West Roseville City-wide Park Fund and the remaining 40% from the West Roseville Neighborhood Park Fund. New fees applied to the rezone project will be directed toward the Village Center Park, thus bringing the total allocation for the design and construction of the project to \$2,200,000.00. Maintenance for the park is funded through the West Roseville

Community Facilities District for Service. There is no General Fund impact for this project.

CC #: 8890

File #: 0201-01 & 0704-01

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

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

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

No public comment received.

Motion by Scott Alvord, seconded by John Allard, to adopt ORDINANCE NO. 5893 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. North Central Roseville Community Facilities District No. 1 - Project Prioritization

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon with a presentation on North Central Roseville Community Facilities District No. 1 Project prioritization. Staff recommends Council approve the recommended project prioritization for the use of funds from the North Central Roseville Specific Plan Community Facilities District (NCCFD) or provide an alternative project prioritization. As the NCCFD reaches its sunset date by the end of this year, any remaining funds within the NCCFD must either be budgeted for eligible projects or refunded to District property owners. Staff has identified several needed improvements within the NCCFD and have provided a preliminary priority to each based upon staff's estimation of value to the community. The remaining account balance in the NCCFD is \$5,828,030.94. Staff proposes to fund needed improvements within the boundary of the district based upon available funding and the Council approved prioritization list. Staff will return to Council later this calendar year with budget adjustment requests to fund the highest priority projects.

CC #: 8845

File #: 0800-04

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

City Clerk Sonia Orozco announced that the item was being dropped from

the agenda to be re-listed on a future agenda.

9.2. Roadway System Capital Improvements Project Sensitivity Analysis

Presentation from Engineering Manager Chris Kraft and Development Services Director Kevin Payne on the findings of the roadway sensitivity analysis, and the Roadway System Capital Improvement Program (CIP) Five-year Sensitivity Analysis as described in the November 6, 2017 DKS Associates Memorandum. Staff is to prioritize and budget for the construction of CIP improvements as identified, and to come back to Council with a budget adjustment to construct an emergency access road on Phillip Road. This action addresses improvements that are funded through the City's Traffic Mitigation Fee program and a future budget request to Council for improvements to Phillip Road, as such, this request has no impact to the City's General Fund.

CC #: 8898

File #: 0800-06 & 0102-11

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

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

City Clerk Sonia Orozco announced that the item was being dropped from the agenda to be re-listed on a future agenda.

10. PUBLIC HEARING

10.1. Tax and Equity Fiscal Responsibility Act Hearing for Conduit Financing for John Adams Academies, Inc.

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 17-476 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, EXPANSION AND IMPROVEMENT OF EDUCATIONAL FACILITIES TO BE OWNED AND/OR OPERATED BY JOHN ADAMS ACADEMIES, INC., AND CERTAIN OTHER MATTERS RELATING THERETO. John Adams Academies, Inc. requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of the bonds in an aggregate principal amount not to exceed \$6,000,000. In order for all or a portion of the bonds to qualify as tax-exempt bonds, the City must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the project. Participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City.

CC #: 8888

File #: 0110

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

Chair/Councilmember Tim Herman opened the public hearing.

Finance Director Manager Dennis Kauffman made the presentation to Council.

No public comment received.

Chair/Councilmember Tim Herman closed the public hearing.

Motion by John Allard, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-476 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, EXPANSION AND IMPROVEMENT OF EDUCATIONAL FACILITIES TO BE OWNED AND/OR OPERATED BY JOHN ADAMS ACADEMIES, INC., AND CERTAIN OTHER MATTERS RELATING THERETO. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord

Nays: Herman

Absent: Gore, Rohan

10.2. Sierra Vista Specific Plan Federico Parcels - General Plan Amendment, Development Agreement Amendment, Specific Plan Amendment, and Rezone

Memo from Associate Planner Gina McColl and Development Services Director Kevin Payne recommending Council CONSIDER THE ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN (SVSP) EIR; and adopt RESOLUTION NO. 17-494 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading ORDINANCE ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-495 AMENDING THE GENERAL PLAN TO CHANGE TABLES AND FIGURES WITHIN THE LAND USE ELEMENT, OPEN SPACE & CONSERVATION ELEMENT, PARKS & RECREATION ELEMENT, AND SAFETY ELEMENT RELATED TO RECONFIGURATION OF LARGE LOT PARCELS AND ADJUSTMENTS TO THE LAND USE ACREAGE WITH THE SIERRA VISTA SPECIFIC PLAN; and adopt RESOLUTION NO. 17-496 AMENDING THE TEXT OF THE SIERRA VISTA SPECIFIC PLAN FOR THE SIERRA VISTA SPECIFIC PLAN FEDERICO PROJECT; and adopt the two (2) findings of fact; and introduce for first reading

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and authorize the City Clerk's Office to replace the legal description attached to the First Development Agreement Amendment after recordation of the final map. The applicant requests approval of a General Plan Amendment, Specific Plan Amendment, Development Agreement Amendment, and Rezone to allow for a reconfiguration of parcels and changes in land use and zoning for the SVSP Federico Parcels. The resulting zoning and land use would increase the acreage dedicated to Low Density Residential, while reducing the acreage dedicated to Medium Density Residential and Public/Quasi-Public land uses. This action has no significant impacts to the City's General Fund.

CC #: 8916

File #: 0400-04-12-1 & 0400-04-12-2 & 0400-03

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Chair/Councilmember Tim Herman opened the public hearing.

Planning Manager Greg Bitter made the presentation to Council.

Associate Planner Gina McColl continued the presentation to Council.

Chair/Councilmember Tim Herman closed the public hearing.

Motion by John Allard, seconded by Scott Alvord, to approve the addendum to the Sierra Vista Specific Plan (SVSP) EIR and to adopt RESOLUTION NO. 17-494 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading ORDINANCE ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-495 AMENDING THE GENERAL PLAN TO CHANGE TABLES AND FIGURES WITHIN THE LAND USE ELEMENT, OPEN SPACE & CONSERVATION ELEMENT, PARKS & RECREATION ELEMENT, AND SAFETY ELEMENT RELATED TO RECONFIGURATION OF LARGE LOT PARCELS AND ADJUSTMENTS TO THE LAND USE ACREAGE WITH THE SIERRA VISTA SPECIFIC PLAN; and adopt RESOLUTION NO. 17-496 AMENDING THE TEXT OF THE SIERRA VISTA SPECIFIC PLAN FOR THE SIERRA VISTA SPECIFIC PLAN FEDERICO PROJECT; and adopt the two (2) findings of fact; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and authorize the City Clerk's Office to replace the legal description attached to the First Development Agreement Amendment after recordation of the final map. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

10.3. Broadstone Senior Apartments and Holden Assisted Living Project - Fee Deferrals

The Public Hearing has been continued to the meeting of December 20, 2017.

CC #: 8885

File #: 0215-07

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

The Public Hearing has been continued to the meeting of December 20, 2017.

11. COUNCIL / STAFF / REPORTS/ COMMENTS

ACWA Conference - Councilmember Scott Alvord reported.

Vernon Town Square Tree Lighting - Councilmember Scott Alvord reported.

California International Marathon Political Relay - Chair/Councilmember Tim Herman reported on participation.

12. ADJOURNMENT

Motion by John Allard, seconded by Scott Alvord, to adjourn the meeting at 7:33 p.m.. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Tim Herman, Chair

Sonia Orozco, City Clerk



MINUTES

December 12, 2017

**CITY COUNCIL LEGISLATIVE
PLATFORM 4:00 p.m.
CITY COUNCIL CLOSED SESSION
5:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California**

1. CALL TO ORDER

Mayor Susan Rohan called to order the December 12, 2017 City Council Legislative Platform meeting at 4:00 p.m.

2. ROLL CALL

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

Present: Allard, Alvord, Gore, Herman arrived 5 minutes late, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Allard.

4. PUBLIC COMMENTS

No public comment received.

5. PRESENTATIONS

5.1. Legislative Platform Workshop 2018

Memo from Government Relations Administrator Mark Wolinski and Public Affairs and Communications Director Megan MacPherson with a draft 2018 Legislative and Regulatory Platform for State and Federal Advocacy.

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

Public Affairs and Communications Director Megan MacPherson made the presentation to Council.

Government Relations Administrator Mark Wolinski continued the presentation to Council.

Mike Miller, The Ferguson Group, continued the presentation to Council.

Jason Gonsalvez, Gonsalves & Sons, continued the presentation to Council.

Public Affairs and Communications Director Meghan MacPherson continued the presentation to Council.

Government Relations Administrator Mark Wolinski continued the presentation to Council.

Dani Whitmore, Blue Line Arts - Requested city advocacy for lobbying efforts for arts in the community support.

Council consensus to bring back for Council consideration in January 2018 advocacy lobbying efforts towards support for the arts, economic development, regionalism, higher education, and redevelopment.

For information only. No action required.

6. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 5:21 p.m. The Motion Passed.

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

CLOSED SESSION

Closed Session cancelled.

5:00 p.m.

Conference with Labor Negotiators

A. CLOSED SESSION CALL TO ORDER

B. CLOSED SESSION ROLL CALL

C. CLOSED SESSION PUBLIC COMMENTS

D. CLOSED SESSION ITEM

1. Pursuant to California Government Code section 54947.6

Employee Organization: Roseville Firefighters, Local 1592

Agency designated representative: Tim Davis

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #:

File #:

Title: meeting heading

Contact:

Meeting Date: 12/12/2017

Item #: 0.1.



COUNCIL COMMUNICATION

CC #: 8959
File #: 0103-32-02

Title: Legislative Platform Workshop 2018
Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 12/12/2017
Item #: 5.1.

ATTACHMENTS:

Description

[Draft 2018 Legislative Platform](#)

City of Roseville

2017~~8~~ Legislative and Regulatory Platform for State and Federal Advocacy



Roseville City Council

City Council Goals

Public Safety

Fiscal Soundness

Economic Development

Sound and Stable Utilities

A Great Downtown

Infrastructure

Legislative Advocacy

Civic Engagement

Core Neighborhoods

Contents

BACKGROUND4

Effective Platform Implementation..... 5

PRIORITIES FOR ~~2017~~2018: 6

Administrative Services Goal..... 7

Community Development Goal..... 9

Public Safety Goal 11

Economic Development Goal..... 12

Electric and Environmental Utilities Goal 13

Critical Concerns for Upcoming Legislative/Congressional Sessions 18

BACKGROUND

The positions defined within this legislative and regulatory platform reflect the City Council's goals and priorities as well as its position on issues that are currently, or are anticipated to be, the focus of future legislation and regulation at the state and federal levels. Council's adoption of this platform authorizes the City's active participation to influence state and federal decision-making on legislative, administrative, regulatory and funding issues and to support judicial advocacy consistent with the City's priorities.

Using this document as a guide, the City will adopt positions on specific legislation, regulations and budget proposals, and respond to requests for *amicus curiae* support when the outcome of a pending lawsuit is likely to significantly affect a City priority. The Mayor will sign letters of support or opposition based on the City's identified interests, the Mayor and other Council Members will advance City interests through individual and regional advocacy efforts, and the Mayor will act on requests from the City Attorney to join in friend-of-the-court briefs.

Staff recommends that the Legislative and Regulatory Platform be updated annually to be responsive to changes to the state and federal legislative and regulatory environments and to reflect the interests unique to Roseville and interests that may also be common to cities throughout the state.

Strategies for Effective Platform Implementation

- City staff works collaboratively with our federal and state lobbyists to understand and develop strategies to influence legislation. The City's federal lobbyist also works closely with staff to help identify funding resources for projects and reviews grant applications before they are submitted. Staff will scrutinize grant requirements for matching funds, environmental review, or for new requirements required to ensure they have a reasonable correlation to the value of the funding and the benefit being derived from the grant.
- City staff participates in organizations such as The League of California Cities, Sacramento Area Council of Governments (SACOG), Sacramento Metropolitan Chamber of Commerce, North State Water Alliance, Northern California Power Agency (NCPA), California Municipal Utilities Association (CMUA), [Municipal Information Systems Association of California \(MISAC\)](#), and the Roseville Chamber of Commerce to advocate on issues that are important to the City. This allows the City to have a stronger voice and a greater potential to influence key policy and legislative matters.
- Government relations staff works with staff from each department to develop awareness of and understanding of legislation, regulations, and project funding opportunities. During the course of the legislative year, staff monitors legislation, develops priority lists of legislation for each department, and makes recommendations on letters of support or opposition as bills progress through the legislative process.
- Government relations staff strategizes and coordinates with other jurisdictions, special districts and organizations on key issues of common interest to ensure a stronger voice on legislation, regulatory and policy matters.
- City advocacy letters are signed by the Mayor. In the event the Mayor is not available to sign an advocacy letter, the responsibility will reside with the Vice-Mayor.
- Government relations staff works closely with state and federal legislative staff to ensure the City's position on legislation and critical concerns is clearly understood by Roseville's elected representatives. The development of this relationship and exchange of information with the City's representatives continues throughout the year.
- Proposed City advocacy positions on bills that would result in the issuance of or a vote for a new state bond will be brought to the full Council for its consideration and direction.

Working collaboratively with the Council's Law and Regulation Committee and the City's internal and external partners ensures that the City has the greatest ability to influence legislation and policies that are important to the City. The City has successfully used this process of proactive advocacy and coalition development to take positions on legislation to effectively advance the legislative platform.

PRIORITIES FOR 2017-18

Citywide Legislative Principles

1. The City of Roseville believes in local control and the ability of the City Council to make decisions that address the needs of residents and businesses within its jurisdiction. In general, the City of Roseville will oppose legislation that erodes local control and will support legislation that increases local control.
2. The City of Roseville also believes in fiscal responsibility and requires financial flexibility to carry out its mission and objectives for the community. The City will oppose legislation that hinders financial flexibility and will support legislation that encourages financial flexibility.
3. Oppose legislation that requires the City to provide a service or benefit without appropriate and full funding.
4. Oppose legislation that would negatively impact City revenues including but not limited to sales tax, property tax, other General Fund revenues and enterprise fund revenues.
5. Support legislation that protects and maintains City sales tax revenue and oppose legislation that erodes this revenue. Any advocacy on sales tax legislation beyond these guidelines will be brought to the full Council for consideration and direction.
- 5.6. Support sponsoring or co-sponsoring legislation that effectively meets the objectives of the City's legislative principles and platform.

Federal Funding Requests

Projects:

1. Washington Andora Widening Project
2. Advanced Metering Infrastructure (AMI)
3. Emerging Energy Technologies
4. Further development of the City's recycled water system
5. Water supply reliability improvements such as increased interconnections, expanded conjunctive use capacity, better access to water supplies
6. Expansion of wastewater digestion capacity to handle organics recycling and generate renewable energy
- 6.7. Cybersecurity technology and IT infrastructure improvements needed to comply with federal mandated regulations and laws.

Initiatives: Promoting economic stimulus and infrastructure investment

- a) Projects that provide jobs especially in the areas of energy, water, transportation, public safety and community development.
- b) Assistance for business expansion and formation.
- c) Advocate for appropriate federal resource agency staffing levels to ensure Endangered Species Act Section 7 Consultations are completed within statutory timeframes (in particular, for the National Marine Fisheries Service).
- b)d) _____

City's Federal and State Legislative Platform

1. Oppose state and federal actions that produce incompatible consequences and/or have an adverse impact on the City's ability to comply with state and federal regulations and/or legislation. The City will inform the community when these situations occur.

2. Support legislation that would further the stated missions of the City's departments and oppose legislation that would impede the ability of each department to effectively meet its operational objectives.
3. Support legislation and regulations that preserve City assets, infrastructure and projects.
4. Support legislation and policies that protect our residents and businesses from inconsistent, unnecessary and costly special district, state and federal regulations, mitigation requirements and permits.
5. Oppose legislation and regulations that would negatively impact or divert any City revenues to the state or any other entity.
6. Support legislation that would require the state to pay for mandates that are unfunded.
7. Oppose legislation that would impose significant compliance costs to the City and where a public benefit has not been identified to justify the costs.
- ~~8. Support the City's ability to continue to evaluate traffic on level-of-service basis and not rely solely on a vehicle-miles-traveled analysis.~~

Administrative Services Goal To protect the ability of the City to make decisions unencumbered by onerous policies and regulations that are costly and/or restrictive in how they must be implemented regarding areas of finance, human resources, city clerk, information technology and central services; to ensure the City's positions regarding pension reform are clearly articulated by providing input and expertise in response to future legislative efforts.

We take the following approaches to accomplish this:

Administrative Services Platform

1. Support legislation and measures that protect the City's rights in the collective bargaining process.
2. Support legislation, policies and regulations that simplify the administration of public records, election code and Brown Act provisions. ~~and provide full-cost recovery.~~
3. Oppose legislation that diminishes enacted workers' compensation reforms and cost controls.
- ~~4. Support legislation that reforms unemployment insurance.~~
- ~~5-4.~~ Support efforts that engage and include local government in future pension reform discussions and legislation.
- ~~6-5.~~ Oppose legislation and regulations that place new environmental requirements on local agencies that would inhibit the City's ability to fulfill its mission and are not accompanied by funding necessary for implementation.
- ~~7-6.~~ Support legislation, policies and regulations that simplify public procurement and contracting.
- ~~8-7.~~ Oppose legislation that restricts or diminishes the City's ability to procure goods and services efficiently and effectively.
- ~~9-8.~~ Oppose legislation that alters the tax treatment of municipal bonds such as proposals that would cap or eliminate the current tax-exempt status.
- ~~10-9.~~ Support reasonable and common-sense legislation and regulations that clarify conflict-of-interest rules.

Information Technology Platform

1. Support legislation and regulations that ensure emergency communication capabilities and interoperability for information technology and public safety departments and agencies.
2. Support legislation that promotes and provides funding for increased ability to manage technology, assistance in adhering to regulatory compliance requirements and reducing the risk of cyber-attacks.
3. Oppose legislation that would require public agencies to share information in public settings that could be used by groups or individuals with malicious intent to compromise the systems, services or private information of public employees or citizens.
4. Support legislation and policies that encourage streamlining of business processes for responding to open records requests and that provide funding for these activities.
5. Support legislation for cost-effective environmental technology initiatives.
6. Oppose legislation that would restrict procurement practices or impact vendor interaction.
7. Support legislation that includes operational expenses as an acceptable use of public, educational, government access (PEG) funds collected from cable franchise fees per the Federal Communications Commission for government access stations.

Community Development Goal

The intent of our General Plan policies is to create an attractive, vibrant, well-planned city, demonstrated by balanced land uses with desirable neighborhoods, prosperous businesses, excellent schools, convenient public services and open space and recreation amenities all linked by superior transportation systems that include well-maintained streets, sidewalks, bike paths and transit in a cost-effective and financially sustainable manner. To monitor and act on legislation that would affect General Plan policies and/or restrict local control or impose new regulations that require increased costs and greater demands on the City's General Fund.

We take the following approaches to accomplish this:

Public Works and Transportation Platform

1. Support continued reauthorization of the nation's highway and transit funding bills.
2. Oppose legislation that reduces or eliminates transportation revenues for transportation purposes.
3. Support legislation that provides additional funding for local roadway maintenance, transportation and infrastructure.
4. Support measures that ensure reasonable and fiscally responsible accessibility of all public and private transportation services.
5. Oppose legislation that reduces the ability to use high-occupancy vehicle (HOV) lanes by transit, paratransit and other high-occupancy use vehicles.
6. Support legislation, policies and regulations that allow the use of Medi-Cal funds for transportation purposes and support Medi-Cal policies that promote the use of transit/paratransit as Medicaid providers.
7. Support legislation that provides tax incentives for people who use public transit and other alternatives to driving a single-occupant personal vehicle.
8. Support legislation that provides funding for cities to comply with state and federal mandates regarding flood-protection levels.
- 8.9. [Support state legislation that would allow Placer County to create boundaries for a new transportation sales tax district in southern Placer County](#)

Development Services Platform

1. Support legislation that strengthens local control in the areas of transportation and land-use policies and assists local governments in integrating new growth.
2. Support legislation, policies and regulations that ensure local governments maintain local land-use control and maintain the ability to address local constituents' concerns.
3. Support legislation that ensures local control and flexibility in determining reduction measures for greenhouse gas requirements.
4. Support legislation and regulations that streamline permitting processes and require agencies to consider the economic impacts and equities of mitigation measures regarding permits for water supply, flood control, air quality, water quality and sustainability. (This list is representative and not intended to be exhaustive.)
5. Oppose legislation for new wetlands regulations that duplicates similar requirements at the federal level.
6. Support Water Resources Development Act (WRDA) Section 214 permanence and the ability to process public/private projects through WRDA.

7. Support legislation for California Environmental Quality Act (CEQA) reform that streamlines the environmental review process and reduces opportunities for "green mail" lawsuits.
8. Support legislation that would purge laws and regulations that are redundant and/or no longer applicable or necessary.

Parks, Recreation & Libraries Platform

1. Support legislation and measures that fund recreation, fitness, and wellness, and prevention programs for youth and adults.
2. Support legislation that protects funding for the State Library Fund.
3. Support legislation and new measures for park, recreation, and library programs, services, and special events.
4. Support new initiatives that provide funding for park and public facilities development, rehabilitation, and operations.
5. Support full funding of state parks, recreation, bike trails, open space, and library grants; including, but not limited to, the Land and Water Conservation Fund.
6. Support legislation and budgets that fund development of capital park and open space improvements or rehabilitation.
7. Support legislation that funds ongoing operational values for recreation and library programming, including fitness, wellness, enrichment, maintenance, and books/technology for youth and adults.
8. Support legislation that would further fair and appropriate access to park and library resources for all persons; including, but not limited to, homeless persons.
9. Support legislation that defines appropriate penalties for incidents of vandalism and property theft.
10. Support legislation that assists local agencies including parks departments with funding and/or resources for addressing clean-up and hauling of items from homeless encampments.
- 9-11.

Building Inspection Platform

1. Promote public health and safety in building construction through responsible legislation that adopts building codes through the regulatory process and allows for local control of enforcement.
2. Support legislation that enhances code enforcement through a uniform approach at the state level with input from the local authority by going through the regulatory process.
3. Oppose legislation that mandates specific enforcement requirements through the legislative process.
4. Protect the ability to adopt local amendments to fire and building codes.
5. Oppose legislation that places additional burdens of enforcement on local officials but is not directly related to issues of health and safety.

Public Safety Goal

To protect and enhance the safety and quality of life of our residents, businesses, customers and partners by providing effective responses to all service requests; to promote programs that minimize risk and maximize the safety for our entire community; and to deliver community risk-reduction programs and exceptional solutions as a cohesive team and in a collaborative manner.

We take the following approaches to accomplish this:

1. Oppose legislation that would decrease state and federal funding for programs and services including Homeland Security.
2. Support legislation that ensures flexibility for and local control of all grant resources and funding for public safety technology and mandatory reporting systems.
3. Protect the ability to adopt local amendments to fire and building codes.
4. Oppose legislation that would reduce or eliminate funding for disaster mitigation.
5. Oppose reductions to the levels of state and federal funding opportunities for public safety programs and/or services.
6. Oppose regulatory policies that negatively affect the police or fire departments.
7. Oppose legislation that reduces or eliminates local law enforcement flexibility or otherwise enacts broad sentencing reforms that reduce sentences for non-violent crimes in a general fashion.
8. Support legislation that provides municipalities with local control to provide para-transport, community para-medicine services and illness-prevention practices and programs.
9. Support legislation that provides adequate funding to cities for realignment services and oppose legislation that reduces or eliminates funding for those services.
10. Support legislation that results in regionalization of public safety functions and local control of regionalization of fire services.
11. Support legislation that requires the state to pay for unfunded mandates related to new public safety training requirements.

Economic Development Goal

To create a vibrant business and community environment that enhances the quality of life for our residents and provides outstanding potential for our businesses and partners to flourish. To provide exceptional facilities, programs, services, and affordable housing opportunities in a safe environment by maintaining neighborhoods and commercial districts. To create a vibrant economic development environment by forming effective partnerships for the purposes of supporting legislation that encourages and assists with the development of businesses and manufacturing and to maximize social and economic opportunities.

We take the following approaches to accomplish this:

Housing and Community Investment Platform

1. Support legislation that fully funds the federal Housing Choice Voucher (Section 8), Home Investment Partnerships (HOME) and Community Development Block Grant (CDBG) programs.
2. Support legislation and measures that create new state incentives for affordable housing and infill development.
3. Support legislation that increases flexibility in the state housing element process and streamlines environmental statutes.
4. Support appropriation of adequate funding for housing programs including CDBG and HOME.
5. Support streamlining of the requirements for the types of projects that can be funded with state and federal funding.
- 5-6. Support legislation and advocacy efforts to protect existing housing and community investment funding that will support goals for the City's core area and provide support for community assets.

Economic Development Platform

1. Oppose legislation and measures that create competitive disadvantages for businesses at local and state levels.
2. Support legislation and measures that allow the City to grow the current economic base by providing the tools and resource needed for businesses to expand and flourish.
3. Support legislation, funding and policies that promote Regional Occupation Programs, trade schools, investment in research and development technology, and tax incentives for manufacturing.
4. Support legislation, policies, and regulations that require economic analysis and/or scientific validation of changes to state policies or regulations before modifications can be enacted.
5. Support legislation that promotes the state as an economically viable and strong destination for businesses to locate.
6. Oppose legislation that negatively impacts the City as it relates to the dissolution and wind-down of the Redevelopment Agency.

Electric and Environmental Utilities Goal

To protect local control over how utilities provide services to our customers; to protect our customers from state and federal legislation, policies, and regulations that have no clear benefit relative to cost; and to oppose legislation, policies, and regulations that create unfunded mandates and compliance requirements that negatively impact the utilities' ability to provide their services and products in the most safe, reliable and cost-effective manner.

Electric Utility Platform

Roseville Electric Utility's mission is to improve the quality of life in our community and to provide customers with reliable electricity, competitive prices, exceptional service and a culture of safety. With the ever-increasing technological advancements in the electric utility industry, as well as increased legislative and regulatory mandates, the electric utility will continue to transform its business model to best serve its customers in the most efficient, reliable and cost-effective way possible.

We take the following approaches to accomplish this:

1. Support legislation, policies, and regulations that ensure utility regulation and new environmental laws protect local authority and the ability to serve customers and consider cost/rate impacts.
2. Support legislation that develops cost-effective renewable-energy resources.
3. Support legislation and regulations that streamline permitting for new generating facilities.
4. Support legislation that provides for multiple approaches to meet energy peak usage.
- ~~5. Support newly formed joint power action groups and new municipal power entities.~~
- ~~6-5. Support legislation that preserves public tax-exempt financing.~~
- ~~7-6. Oppose legislation that would reduce funding for energy programs or increase utility operating costs.~~
- ~~8-7. Support legislation that streamlines the regulatory requirements at all levels regarding federal reliability standards and state environmental regulations.~~
- ~~9-8. Support legislation that improves the process used for evaluating reliability compliance including prioritizing on issues that pose the greatest risks to reliability of the grid and reduce regulatory burdens on users, owners, and operators.~~
- ~~10-9. Oppose legislation that makes changes to renewable energy regulations without comprehensive analysis, including a cost-benefit analysis and stakeholder input before enactment.~~
- ~~11. Support legislation and efforts that ensure future changes to transmission system improvements and/or requirements include allocations of the costs for those activities to the parties that impact the systems and/or stand to benefit from those improvements. (The Beneficiary Pays Principle)~~
- ~~12-10. Support legislation and reform efforts that require a comprehensive cost-benefit analysis for meeting new environmental regulations.~~
- ~~13-11. Oppose legislation that mandates power purchases from specific projects and/or specific resources, if other cost-effective opportunities are available.~~
- ~~14-12. Support legislation that would provide for greater flexibility to meet the Renewable Portfolio Standards (RPS).~~

~~15-13.~~ Support legislation that allows Publicly Owned Utilities (POUs) the flexibility to set energy procurement targets for cost-effective new emerging technologies.

~~16-14.~~ ~~Work e~~Collaboratively with neighboring utilities on legislative issues that impact the electric utility industry as a whole.

~~17-15.~~ Support legislation intended to meet current or future Greenhouse Gas (GHG) reduction targets in the most cost-effective manner possible.

As part of the legislative and regulatory platform Roseville Electric Utility also takes advocacy positions to promote the City's position before the applicable regulatory agencies.

Environmental Utilities Platform

Roseville's Environmental Utilities (EU) Department provides water, wastewater, solid waste, ~~stormwater~~, and recycled water utility services; and manages the City's stormwater program for the benefit of ~~to~~ Roseville's residents and businesses, in an integrated and efficient manner that provides high value at some of the lowest rates in the region. ~~EU's mission is to enhance community value by delivering quality environmental utility services.~~ ~~There are m~~Many external factors that influence how EU operates, how much services cost, and the quality of service EU provides to its customers.

A significant portion of the external influence comes from state and federal ly-generated laws and regulations. It is EU's obligation, in light of the department's mission, to actively monitor, act upon and proactively advocate for policy positions that protect or enhance the integrity of the department's operation and ability to provide serve EU's ~~rate-paying~~ customers with a sustained high level of service.

Solid Waste Management's; Goal: Ensure timely, cost-effective, and continuous performance improvements in all facets of the City's solid waste operation. Maximize the efficient use of resources to minimize costs and increase customer service. Maintain awareness of operational technology development to continuously optimize the city's solid waste operation.

We take the following approaches to accomplish this:

1. Support efforts to enact a comprehensive statewide Extended Producer Responsibility (EPR) law that allocates end-of-life disposal costs with the producer of the product consistent with Council direction as outlined in Council Resolution 10-278.
2. Support product-by-product EPR laws as a second alternative to a statewide comprehensive EPR law consistent with Council direction as outlined in Council Resolution 10-278.
3. Oppose efforts to increase recycling diversion rates if determined not to be cost-effective relative to the benefits that could be achieved.
4. Support recycling market development by the state and federal government for recyclables, green waste, food waste, sewage sludge and other organics. Oppose mandated material-disposal bans or restrictions in circumstances where there is an insufficient capacity or available technology within the private recycling market to handle these materials in a more beneficial way besides landfilling.

5. Support efforts to streamline the permitting, construction, and funding of facilities that allow the City to transform usable waste into energy/beneficial byproducts; and efforts to provide state and federal funding for any potential City waste-to-energy projects.
6. Support efforts to reuse waste in a beneficial way if cost-effective relative to benefits.
7. Support efforts that protect solid waste worker safety.
8. Oppose efforts to increase statewide tipping fees where there is no clear benefit to Environmental Utilities ratepayers.

Water Supply and Delivery¹⁵; Goal: To protect local water reliability, allocate costs appropriately statewide for water infrastructure improvements, and protect ratepayers from state and federal mandates that have no clear local benefit relative to cost. To monitor and act on legislation that would be detrimental to running a financially sustainable water utility, affect quality of service provided, or degrade local control. ~~To~~ ~~Proactively develop~~ and advocate for ~~-policy recommendations- proposals~~ that help Roseville increase its water supply reliability.

We take the following approaches to accomplish this:

1. Safeguard Roseville's water supply contracts from outside interests.
2. Support and advocate for efforts to develop, diversify, and fund the city and region's water supply portfolio and achieve a regional water supply that is reliable for generations to come.
3. Advocate for long-term Central Valley Projects (CVP) water service contracts that ensure a secure, long-term and reliable CVP water source from Folsom Reservoir.
4. Support efforts that allocate the costs for Delta and statewide water infrastructure improvements to the parties that either impact the Delta and/or stand to benefit from those improvements, known as the "Beneficiary Pays Principle".
5. Support Delta and statewide solutions that utilize sound science.
6. Oppose efforts that impose arbitrary flow requirements on the American River that are not consistent with responsible water-supply management and undermine the locally developed flow-management principles under the Water Forum Agreement.
7. Support efforts to implement a locally developed Modified Flow Management Standard on the lower American River that supports the Water Forum effort and provides for a prudent carryover storage at Folsom Reservoir.
8. Encourage proactive and participatory approaches to developing Delta and statewide solutions.
9. Support efforts that help local governments maintain water-efficiency programs that meet state objectives, are cost-effective, and make sense for the local conditions.
10. Support state and federal efforts to increase water-efficiency ratings for common consumer products that use water.
11. Engage in discussions regarding water regulatory requirements that would add cost to the operation without a corresponding perceived benefit.
12. Protect Roseville's and the region's ability to locally manage groundwater resources.
13. Protect the City's land-use authority and its right to make land-use decisions with respect to water supply.

~~11-14.~~ Oppose efforts to impose a Water Public Goods Charge where revenue is collected from local ratepayers and monies collected are allocated for statewide projects that have no direct benefit to Roseville's ratepayers.

~~12-11.~~ ~~Oppose efforts by the State of California to impose unrealistic water efficiency targets as "the new normal" for urban water use.~~

~~16.~~ Oppose long-term ~~conservation water efficiency~~ targets that do not consider climate, land-use, and other region-specific attributes, fail to provide a reasonable standard for our customer base (both residential and commercial) to achieve, and fail to recognize previous water-supply reliability and conservation investments by the region and local community.

~~13-17.~~ Support water efficiency policy that does no harm to key City investments such as undeveloped and developed park lands, the City's wastewater treatment and conveyance systems and the City's urban forest.

~~14-18.~~ Oppose efforts to standardize water-supply contingency actions

~~15-19.~~ Support efforts that allow local agencies to develop and implement -practical and locally controlled ~~water-conservation and~~ water-use efficiency programs and solutions.

Formatted: Indent: Left: 0.25", No bullets or numbering

Formatted: Indent: Left: 0.25", No bullets or numbering

Water Quality's; Goal: To protect and improve the environmental integrity of local waterways in a cost-effective manner.

We take the following approaches to accomplish this:

1. Oppose efforts to impose additional state-mandated stormwater program requirements without commensurate funding for those programs.
2. Support efforts to evaluate cost of compliance and ways to reduce costs to dischargers.
3. Support legislative efforts to reduce potential of third-party lawsuits pertaining to water quality issues.
4. Support legislation that revises the state Constitution to allow for stormwater programs to establish a funding mechanism that is similar to that of the utilities under the Proposition 218 reforms.
5. Support efforts to require pesticide manufacturers to produce products that are less harmful to the environment.
6. Support efforts to implement statewide Extended Producer Responsibility (EPR) principles so that manufacturers design their products in a way that has less of an environmental impact upon local waterways (example: car brake pads).
7. Oppose efforts to increase whole effluent toxicity testing for recycled water, stormwater and wastewater when it is not cost-effective, has no clear benefit and/or is not based on sound science.
8. Oppose efforts to add contaminants of emerging concern for regulation and testing for recycled water, stormwater, and wastewater when it is not cost-effective, has no clear health benefit and/or is not based on sound science.
9. Actively track, comment, and advocate for proposed changes in NPDES Permits and Waste Discharge Requirements (WDRs) from the State Water Board and Regional Water Boards.
10. Participate in the Basin Plan Amendments to address proposed changes in the requirements.
11. Monitor and advocate for laboratory standards that are reasonable, cost-effective, and achieve a higher level of performance for the City's water quality lab which supports the core mission of protecting human health and safety.

11.12. Support legislative and regulatory efforts that allow for the increased development and use of recycled water; and creates a policy environment that supports the development of other emerging advanced treatment technologies.

Greenhouse Gas (GHG) and Sustainability's; Goal: To protect the environment within our community, balancing benefits with cost to our utility ratepayers.

We take the following approaches to accomplish this:

1. Support efforts that reduce greenhouse gas emissions for the City's utilities where the benefits of the GHG-reduction measures are balanced with cost.
2. Support efforts that allow local governments to develop practical, local solutions to reduce and manage locally generated GHG emissions.
3. Oppose statewide or federal greenhouse gas emission estimating, monitoring, and reporting mandates affecting City utilities unless there is a clear need that provides demonstrated benefits to the environment.

Regulations and Permit's; Goal: To protect our ratepayers from redundant and costly state and federal regulations and permits.

We take the following approaches to accomplish this:

1. Support legislative reform efforts that require a cost/benefit analysis for new regulations.
2. Support legislative reform efforts that require a cost/benefit analysis be completed as part of any permit writing process.

Develop Outside Funding Opportunities; Goal: To develop outside state and federal funding opportunities for Roseville projects and programs.

We take the following approach to accomplish this:

1. Develop relationships and funding opportunities by actively promoting Roseville projects that provide a mutual benefit for our funding partners.

Critical Concerns for the Upcoming Legislative/Congressional Session

- **Cal Water Fix (formerly known as the Bay Delta Conservation Plan)** – Cal Water Fix would significantly affect the City's water supply and could interfere with future residential and commercial development, undermining the City's ability to move forward with future land use decisions.
- **Water Public Goods Charge** – The City has increased concerns regarding the state legislature's interest to impose a Water Public Goods Charge (SB 20) that would collect revenue from local ratepayers and allocate the money for statewide projects that have no direct benefit to Roseville's ratepayers.
- **Possible Extension of the State's Emergency Drought Regulations** – The City is concerned that the state will extend conservation targets that do not consider climate, land-use, and other region-specific attributes; that fail to recognize previous water-supply reliability and conservation investments by the region and local community; and that do not account for potential relief from positive weather outcomes.
- **Cost-Effective Utilities** - The ability to provide reliable and cost-effective utilities to the residents and businesses of Roseville continues to be a central concern for the City as new state and federal mandates are proposed that would increase the utilities operational costs.
- **Federal and State Funding for Infrastructure and Transportation Projects** – Maintaining or increasing funding for these types of projects and improvements is critical for the City's ability to upgrade and maintain roadways and meet future infrastructure and transportation demands.
- **Cybersecurity** – Future state and federal laws regarding cybersecurity will continue to affect the City and the community. Implementing new cybersecurity requirements will add significant expense to the operation of the City's information technology systems.
- **Changes to Tax-Exempt Status of Municipal Bonds** - Any proposals that would cap or eliminate the tax exemption on municipal bonds would significantly reduce the City's ability to finance major projects. This would negatively and severely impact the City's budget, increase rates for utility customers, and have a damaging effect on the community at large.
- **Modifications to Government-Operated Mortgage Programs** – The City will remain active in understanding the changes being considered at the federal level to modify government-operated mortgage programs, tax deductions, and to write new banking regulations regarding mortgage-related lending programs. These all have the potential to impact the fragile housing recovery throughout the region and the state.

Challenges with State and Federal Permitting Processes – The City has concerns with various permitting processes at both the state and federal level that hamper the ability of development projects to gain approval within a reasonable amount of time. Of current critical concern is time required to complete federal Endangered Species Act Section 7 consultations with the National Marine Fisheries Service (NMFS). By statute,

these consultations are to be completed within 135 days. However the City is currently experiencing processing times exceeding well over a year.

- **Changing Economy** – The City is interested in discussions regarding local tax systems, tax-revenue leakage from internet sales, the fundamental shift from purchasing taxable commodities to purchasing non-taxable services, and how these affect the City's ability to fund basic services.
- **Homelessness** – The City will remain active in addressing the needs of the City's homeless population with a primary focus on reducing the population of chronically homeless individuals by providing solutions that address the fundamental causes of homelessness and by supporting solutions that provide permanent housing options and required supportive services.
- **Municipal-Based District Elections** – The City has concerns regarding the possibility of legislation that would require all cities to change to a district-based election system and would remove the ability to determine the election system that works best for a specific city from the local community and their elected officials.
- **CalPERS Investment Policy** – The City has concerns with actions taken or proposed by the CalPERS Board and the State Legislature to divest from certain companies or industries to be "socially responsible". These policy decisions come at the price of reduced market rates of return on pension plan investments. The pension funding requirement not covered by investment returns will be borne by the state and local governments, and ultimately California taxpayers.
- **Federal and State Funding for Parks and Library Projects** – The City is interested in efforts to maintain or increase funding for these types of projects and improvements. The funding is critical for the City's ability to upgrade and ensure access to the City's parks, recreation, and library facilities.
- **Substance and Opioid Abuse Funding** – The City is concerned that the lack of funding for substance and opioid abuse will prevent those who are addicted or abusing substances from overcoming their addiction. The addiction/abuse cycle has negative implications for our community and use of public safety resources.



COUNCIL COMMUNICATION

CC #:

File #:

Title: 5:00 p.m.

Contact:

Meeting Date: 12/12/2017

Item #:



MINUTES

December 20, 2017

CITY COUNCIL MEETING HOUSING SUCCESSOR OF THE REDEVELOPMENT AGENCY

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Vice Mayor Bonnie Gore called the December 20, 2017 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

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

Present: Alvord, Allard, Gore, Herman
Absent: Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Tim Herman.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Homelessness Collaboration Award and Quarterly Report

Outstanding Emerging Collaboration Award presented by Placer Community Foundation CEO Veronica Blake to City of Roseville, accepting on behalf of the team partners: County of Placer-Probation, Roseville Police Department - Social Services Unit, The Gathering Inn, Veterans Affairs (Reno Office), AMI Housing, Kids First, Project GO, Roseville HomeStart, Salvation Army Roseville, St. Vincent de Paul, Stand Up Placer, and The Lazarus Project.

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

Veronica Blake, Placer Community Foundation CEO, presented the Outstanding Emerging Collaboration Award to Vice Mayor Gore, who accepted on behalf of the Roseville Homeless Response Team.

Keith Diedrich, CEO of the Gathering Inn - thanked city staff and the Council for their participation.

Louise Czopek, Stand Up Placer - spoke in support of efforts and wished continuing team success.

6. PUBLIC COMMENTS

Richard Tepolt - expressed appreciation for continued staffing of Fire Department.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to remove items 7.29 and 7.30 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended. The Motion Passed.

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

Absent: Rohan

Bids / Purchases / Services

7.1. Dumpster Repair (RFQ 01-3151) – Reject All Bids

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-497 REJECTING ALL BIDS FOR DUMPSTER REPAIR. Staff recommends that the bids received for RFQ 01-3151 for dumpster repair be rejected. The apparent lowest bidder was deemed non-responsive because there was no name on the bid and it was not signed. The bid received from Stockton Tri, Inc. was also deemed non-responsive because the bidder took exception to renewing the bid for four optional renewal years and the bidder's warranty did not meet the bid specifications. The Environmental Utilities Solid Waste Division has a recurring demand to refurbish

dumpsters for reuse by the division. Staff will issue a new bid at a later date. There is no fiscal impact at this time, since there will be no contract award.

CC #: 8920

File #: 0203-21

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

7.2. Security Guard Services (RFQ 01-3144) - Service Agreement

Memo from Buyer Becky Philip and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-503 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND GREEN VALLEY SECURITY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804087). Staff recommends Council authorize a service agreement with Green Valley Security, Inc. for security guard services. The Pleasant Grove Wastewater Treatment Plant (PGWWTP), Downtown Library, Parking Garages, and the Electric Department Yard 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 \$200,000.00. Funding is included in the PGWWTP, Parks, Recreation and Libraries, Building Maintenance, and Electric Departments' FY2017-18 budgets. Staff requests authorization for four additional one-year renewals without further Council approval pending approval of yearly budgets.

CC #: 8933

File #: 0203-14

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

7.3. Vehicle Purchases and Budget Adjustment

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council adopt ORDINANCE NO. 5900 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and authorize two purchase orders to Dobbs Heavy Duty Holdings, LLC dba Western Truck Parts & Equipment for two compressed natural gas (CNG) automated side loading (ASL) refuse trucks utilizing RFQ 01-3149 and RFQ 01-3150. The total cost of one CNG ASL Heil body refuse truck is \$333,889.63. The total cost of one CNG ASL Bridgeport body refuse truck is \$318,422.03. A budget adjustment of \$662,313.00 from the Auto Replacement Budget will pay for the purchase price and accessories for both refuse collection vehicles.

CC #: 8935

File #: 0203-01 & 0201-01

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

7.4. Water Meters and Electronic Read Endpoints - Budget Adjustment

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5901 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is recommending the City increase the existing budget for the annual purchase of new water meters and electronic meter-reading endpoints from \$200,000.00 to \$300,000.00. City growth, coupled with an accelerated battery failure rate of the endpoints, has triggered the need for this increase. Fund for the increase will come from the Water Operations fund supported by water rates.

CC #: 8936

File #: 0203-09 & 0201-01

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

7.5. Office Supplies - Open Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize the purchase of office supplies on an as needed basis by City departments through Office Depot, Inc., formerly OfficeMax, utilizing Oakland County Michigan's America Saves Program cooperative contract number 003557. The estimated total cost of the office supply purchases citywide through June 30, 2018 is \$125,000.00. Due to the Office Depot/OfficeMax merger, the City is now utilizing the Office Depot website with payments going to Office Depot rather than OfficeMax. Funding is included in the City Departments' proposed fiscal year budgets.

CC #: 8943

File #: 0203-04

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

7.6. Power Plant Heating, Ventilation and Air Conditioning Equipment, Maintenance & Repair – Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-511 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PRIDE INDUSTRIES ONE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE(S1808097). This item requests approval of a service agreement with Pride Industries One, Inc., for air conditioning unit replacement, and heating, ventilation, and air conditioning maintenance and repair services at Roseville's power plants. The cost of the equipment, maintenance and repair services will not exceed \$353,720.00 over a five-year period. Funding for the first year of the agreement in the amount of \$60,000.00 is included in the Electric FY2017-18 budget. Future year spending of approximately \$60,000.00 per year is subject to approval of future year budgets.

CC #: 8944

File #: 0203-07

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

Resolutions

7.7. Westbrook - Phase 2 Village 1A Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-522 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 2 Village 1A 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 126 residential lots and 11 miscellaneous lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8957

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

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

7.8. Westbrook - Phase 2 Village 1B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-523 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 2 Village 1B 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 133 residential lots and 6 miscellaneous lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8958

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

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

7.9. Westpark Phase 4 Village W-18B - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-506 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK - PHASE 4, VILLAGE W-18B 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 #: 8938

File #: 0400-04-09-1

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

7.10. Westpark Village W-24-Phase 1 - Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-507 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK VILLAGE W-24 PHASE 1 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8939

File #: 0400-04-09-1

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

7.11. Hewlett Packard Master Plan - Painted Desert Drive Sewer Extension - Certificate of Completion

Memo from Senior Construction Inspector Darrell Robbison and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-515 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Hewlett Packard Master Plan - Painted Desert Drive Sewer Extension 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 sewer 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 #: 8952

File #: 0400-04-18-1

CONTACT: Darrell Robbison 916-746-1321 drobbison@roseville.ca.us

7.12. Property Acquisition - 649 Riverside Avenue

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-502 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF

THE CITY OF ROSEVILLE. Staff recommends City Council approve the Agreement for Sale of Real Property from the Golden Empire Council, Boy Scouts of America in the amount of \$80,000.00. Portions of the parcel will be used for a planned future bike trail and potentially an associated trailhead parking area. Additionally, the parcel is located within the City's floodplain and its purchase will provide the City with control over the parcel's use. The purchase cost, as well as long term maintenance costs, will be paid for with Transportation Development Act Funds and Local Transportation Funds. No General Funds will be used.

CC #: 8932

File #: 1002-01

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

7.13. Roseville Fire Station Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-513 AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL MAP OF THE ROSEVILLE FIRE STATION ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting Council approve the Roseville Fire Station final map and authorize the City Manager to execute the final map on behalf of the City of Roseville. Engineering staff has completed its review of the final map and found it to be in compliance with the approved tentative map. This map will be creating 6 commercial lots, 1 lot for a public park and 3 miscellaneous lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8948

File #: 0400-07

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

7.14. Northwest Roseville Specific Plan Parcel No. 27 – Workout and Settlement Agreement Amendment

Memo from Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-498 AUTHORIZING THE FIFTH AMENDMENT TO THE WORKOUT AND SETTLEMENT AGREEMENT REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS LEVIED UPON NWRSP PARCEL 27. Staff requests approval of a fifth amendment to a workout and settlement agreement with CC Drive, L.L.C. regarding delinquent special taxes and special assessments levied upon Northwest Roseville Specific Plan Parcel 27. The original agreement was designed to cure the tax defaulted status of this parcel which is located in the Northwest Roseville Community Facilities District No. 1. The primary purpose of the proposed amendment is to provide the landowner with additional time to make a lump sum payment of back taxes owed on the property by substituting a payment due date of December 10, 2020 for the current December 10, 2017 due date. The agreement will delay payment of taxes for Parcel 27A but will not negatively impact bond payments nor increase special taxes for other properties located within the same district. This item has no General Fund impact.

CC #: 8926

File #: 0206-03-01 & 0210

CONTACT: Kevin Payne 916-774-5256 kpayne@roseville.ca.us

7.15.2018 Citywide Records Retention Schedule Update

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmitt recommending Council adopt RESOLUTION NO. 17-525 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING RESOLUTION 16-397, AND ADOPTING A 2018 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 #: 8966

File #: 0504-01

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

7.16. Advanced Metering Infrastructure Vendor - Master Sales Agreement Terms and Conditions

Memo from Assistant Electric Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-527 APPROVING A MASTER SALES AGREEMENT TERMS AND CONDITIONS BETWEEN THE CITY OF ROSEVILLE AND ITRON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a master sales agreement terms and conditions with Itron, Inc. for Advanced Metering Infrastructure (AMI) equipment and services for electric and water meters. Total cost of the agreement is \$14,813,064.55. This is also requesting authorization for contract change orders that could increase the agreement amount by no more than 15%, or \$2,221,959.68, for a not to exceed value of \$17,035,024.20. The project is funded by the Electric and Environmental Utilities capital improvement project budgets.

CC #: 8969

File #: 0800-03

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

7.17. Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment

Memo from Assistant Electric Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-514 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UTILIWORKS CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a second amendment to the professional services agreement with UtiliWorks Consulting, LLC. for Advanced Metering Infrastructure support, development and implementation

services. Total cost of the amendment is \$1,452,924.00. Funds are available in the electric and water utility capital improvement project budgets.

CC #: 8951

File #: 0800-03

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

7.18. Long-Term Firm Point-to-Point Transmission Service Agreement

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-512 APPROVING A FORM OF SERVICE AGREEMENT FOR LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE BETWEEN THE CITY OF ROSEVILLE AND PACIFICORP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Long-Term Transmission Service Agreement with PacifiCorp will allow the City to purchase physical capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Long-Term Transmission Service Agreement as it is only an enabling agreement.

CC #: 8946

File #: 0800-03

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

7.19. Greenhouse Gas Market Consulting Support - Professional Services Agreement

Memo from Power Supply Manager William Forsythe and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-510 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALPHA INCEPTION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional service agreement with Alpha Inception, LLC for Greenhouse Gas Market consulting services. Total cost of the service shall not exceed \$195,236.00 over a five-year period. Funding for the first year of the agreement in the amount of \$51,500.00 is included in the Electric FY2017-18 budget. Future year spending, of approximately \$30,000.00 per year, is subject to approval of future year budgets.

CC #: 8941

File #: 0800-03

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

7.20. Power Plant Engineering Support Services – Professional Design Services Agreement

Memo from Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-501 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED ENGINEERS AND CONTRACTORS CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE. This item requests approval of a service agreement with IEC Corporation for engineering support services at Roseville's power plants. The cost of the services will not exceed \$1,250,000.00 over a five-year period. Funding for the first year of the agreement in the amount of \$250,000.00 is included in the Electric FY2017-18 budget. Future year spending of approximately \$250,000.00 per year is subject to approval of future year budgets.

CC #: 8932

File #: 0800-03

CONTACT: Nathan Ribordy 916-746-1673 nrribordy@roseville.ca.us

7.21. Parks and Landscape Maintenance- Professional Services Agreement Amendment

Memo from Parks Superintendent Eric Dexter and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-518 APPROVING A SECOND AMENDMENT TO PARK AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CAGWIN AND DORWARD LANDSCAPE CONTRACTORS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-519 APPROVING A SECOND AMENDMENT TO PARK AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE COAST HOLDINGS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

This is a request of Council authorize the second contract extension for the Park and Landscape Maintenance Service Agreements with Cagwin and Dorward Landscape Contractors, as well as Signature Coast Holdings formerly Coast Landscape Management, for parks and landscape maintenance. The estimated annual cost of the agreements is \$3,805,174.00. The funds for these contracts have been allocated through the various FY2017-18 operating budgets which include Parks, Recreation & Libraries, Central Services, Environmental Utilities, Community Facility Districts, and Lighting & Landscape Districts.

CC #: 8955

File #: 0704

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

7.22. Water Supply Agreements - Amendments 1 & 2

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-504 APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SAN JUAN WATER DISTRICT FOR A SUPPLY OF WATER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-505 APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SAN JUAN WATER DISTRICT FOR ADDITIONAL SUPPLY OF WATER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Staff is recommending the City amend the two existing water supply agreements

with San Juan Water District to revise the payment provisions of the contracts. The contracts will continue the availability of 4,000 acre feet per year to Roseville from Folsom Lake. The annual budget to purchase this water supply is \$112,000.00 and is paid via the water operations fund which is supported by customer rates.

CC #: 8937

File #: 0800-02

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

7.23. Ordering Judicial Foreclosure of Delinquent Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982

Memo from Financial Analyst Vanessa Lieberman and Finance Director Dennis Kaufman recommending Council adopt RESOLUTION NO. 17-499 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 #: 8927

File #: 0206-03

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

7.24. Financial Advisory Services - Professional Services Agreement Amendment

Memo from Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-526 APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HILLTOP SECURITIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve an agreement extension with Hilltop Securities Inc. for the provision of financial advisory services for three years. The agreement cost is \$75,000.00 per year for a total of \$225,000.00 for ongoing financial advisory services. Funding for these costs will come from the FY 2017-18 Finance Department operating budget. In addition it provides for a flat rate of \$25,000.00 per bond issuance. The quantity of bond issuance will be dependent upon the needs of the city over the life of the contract. Furthermore, these costs will be covered in the Cost of Issuance of the bonds and will not be a direct General Fund expense. Staff requests authorization to utilize the agreement for each of the three years provided the budget is approved, without further Council approvals until the agreement expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8967

File #: 0200

CONTACT: Jay Panzica 916-774-5484 jpanzica@roseville.ca.us

7.25. Placer Valley Tourism - Annual Budget and Strategic Work Plan

Memo from Parks, Recreation & Libraries Business Administrator Julie Sparkes and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-500 APPROVING THE 2018 PLACER VALLEY TOURISM STRATEGIC MARKETING PLAN AND BUDGET. Staff recommends Council approve the 2018 Strategic Marketing Plan and 2018 Budget for Placer Valley Tourism. There is no direct fiscal impact associated with this action.

CC #: 8930

File #: 0110-01

CONTACT: Julie Sparkes 916-774-5244 jsparkes@roseville.ca.us

7.26. HOUSING SUCCESSOR - Main Street Plaza Housing Project - Second Amended and Restated Disposition and Development Agreement

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-524 APPROVING A SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MAIN STREET PLAZA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is to approve the Second Amended and Restated Disposition and Development Agreement for the Main Street Plaza mixed use affordable rental housing development at 304 Washington Boulevard and 130-134 Main Street properties in Historic Old Town. This item does not result in a cost to the General Fund.

CC #: 8960

File #: 0709-03-02

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

7.27. HOUSING SUCCESSOR- Highland Creek Property Transfer and Housing Successor Loan Subordination

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council, acting as the Housing Successor to the Redevelopment Agency, adopt RESOLUTION NO. 17-508 APPROVING A CONSENT TO TRANSFER AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-509 APPROVING A SUBORDINATION AND INTERCREDITOR AGREEMENT BETWEEN THE CITY OF ROSEVILLE, ACTING AS THE HOUSING SUCCESSOR ENTITY TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE AND CITIBANK, N.A. AND ACKNOWLEDGED BY HIGHLAND CREEK

ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is requesting City approval of the transfer and debt subordination of Highland Creek affordable apartments from CAH-IDA Highland Creek LLC to Highland Creek by Vintage Partners, LLC, with the managing General Partner Vintage Housing Holdings, LLC. The original \$200,000.00 loan to this project was made using Redevelopment Agency Housing funding. The loan has a current balance of \$162,329.00 and the borrower is currently and will continue making monthly payments on the loan with this transfer. Repayments returned to the Housing Successor fund are to be used on affordable housing. There is no impact to the General Fund.

CC #: 8940

File #: 0709-03

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

Ordinances (for introduction and first reading)

7.28. Personnel Rule Revision – 3.07.130 Medical Separation/Termination

Memo from Human Resources Director Gayle Satchwell recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 3.07.130 AND 3.07.140 OF CHAPTER 3.07 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE AND ADDING A NEW SECTION 3.07.130 TO CHAPTER 3.07 OF TITLE 3 TO THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL ACTIONS. In an effort to better reflect the reason for employee separation, staff recommends this Ordinance reflecting edited changes to the Personnel Rules and Regulations, Municipal Code Title 13, Chapter 3.07.130 of Chapter 3.07 related to medical separations. There is no fiscal impact associated with this rule revision.

CC #: 8929

File #: 0600-03

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

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

7.29. Salary Labor Market Adjustments and General Wage Increases

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5907 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5777, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE AREA FIREFIGHTERS, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5908 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5778, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE AREA FIREFIGHTERS, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; ORDINANCE NO. 5909 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5768, THE SALARY ORDINANCE FOR SWORN EMPLOYEES

REPRESENTED BY THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5910 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5644, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5911 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5644, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5912 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5767, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5913 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5796, 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 "E" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5914 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5775, 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 "C" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5915 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5776, 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 "E" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5916 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5887, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5917 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5888, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "P" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5918 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5746, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE. As part of the labor agreements with all bargaining groups and the current Management and Confidential Terms, Conditions & Understandings, Council approved a general wage increase of 2% effective the first full pay period

of January 2018. In addition, Council approved labor market adjustments for those RPA, Local 39, and Management positions below market also effective the first full pay period of January 2018. Staff is recommending that Council approve new RPOA, RFF, Confidential, CCAP, and IBEW A and B salary schedules reflecting the 2% general wage increase and RPA, Local 39 and Management A and B salary schedules reflecting the 2% general wage increase and labor market adjustments as listed in the labor agreements. There is a fiscal impact of \$ 1,071,427.00 which is included in the 2017-2018 budget.

CC #: 8961

File #: 0600-01

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

Item removed from Consent Calendar to be discussed separately.

Human Resources Director Gayle Satchwell made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt ORDINANCE NO. 5907 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5777, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE AREA FIREFIGHTERS, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5908 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5778, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE AREA FIREFIGHTERS, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5909 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5768, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5910 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5644, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5911 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5644, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5912 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5767, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 6, 2018 AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5913 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5796, 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 "E" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5914 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5775, 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 "C" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5915 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5776, 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 "E" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5916 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5887, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5917 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5888, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "P" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5918 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5746, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE. The Motion Passed.

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

Absent: Rohan

7.30. Staffing and Salary Schedule Changes

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5919 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5887, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5920 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5888, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "Q" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5921 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE

NO. 5922 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and approve the city-wide allocation schedule effective January 6, 2018. Staff recommends Council approve the Local 39 A and B and Management A and B salary schedules to reflect the deletion of the Project Planner classification and the addition of five new classifications of Parks Project Technician, Senior Solid Waste Billing Technician, Development Services Administrator, Development Services Analyst, and Senior Development Services Analyst to best serve the City. Staff also recommends the reclassification of one vacant Senior Parks Maintenance Worker to the Parks Project Technician and one vacant Project Planner to a Senior Development Services Analyst to support the City's current business needs. Staff recommends the addition of two Administrative Technician allocations and one Senior Solid Waste Billing Technician allocation. Also, staff recommends the addition of one Development Services Administrator allocation as a result of a reclassification study as budgeted in FY18, and the addition of one Development Services Analyst allocation resulting from a reclassification study. The Development Services Administrator and Development Services Analyst positions will be filled through a promotional recruitment process with the resulting vacancies being eliminated. The proposed changes will result in an annual cost of \$325,488.00 and a fiscal impact of \$175,263.00, which can be accounted for in the FY18 budget. The proposed Parks Project Technician and the Development Services Administrator will be funded for FY2017-18 per the attached budget adjustments.

CC #: 8945

File #: 0600-01

CONTACT: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

Item removed from Consent Calendar to be discussed separately.

Human Resources Director Gayle Satchwell made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt ORDINANCE NO. 5919 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5887, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5920 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5888, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "Q" TO BE EFFECTIVE JANUARY 6, 2018, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5921 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and, adopt

ORDINANCE NO. 5922 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and , approve the city-wide allocation schedule effective January 6, 2018. The Motion Passed.

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

Absent: Rohan

7.31. Temporary Employees Salary Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5899 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5765, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "F" TO BE EFFECTIVE JANUARY 1, 2018, AS AN URGENCY MEASURE. California Senate Bill 3 Chapter 4 increases the minimum wage from \$10.50 per hour to \$11.00 per hour on January 1, 2018. A total of thirty-four (34) temporary classifications are recommended to receive a salary increase. Staff took into consideration compaction issues and consistency amongst all temporary classifications. The fiscal impact of \$97,400.00 was accounted for in the FY2017-18 budget.

CC #: 8934

File #: 0600-01

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

7.32. Issue Management Services - Professional Services Agreement, Cost Share Agreement & Budget Adjustment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-520 APPROVING A COST SHARE AGREEMENT FOR ISSUE MANAGEMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-521 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HERMOCILLO-AZEVEDO STRATEGIC COMMUNICATIONS LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5906 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item includes a proposed Professional Services Agreement for a two-year term in the amount of \$540,000.00 to allow the City, City of Sacramento and Placer County Water Agency (PCWA), to continue regular access to key issue management services utilized in 2017; a proposed Cost Share Agreement between the City, City of Sacramento and the PCWA to continue working on

shared issues of concern; a proposed \$93,331.00 budget adjustment FY18 to allow the City to spend and be fully reimbursed for services rendered on behalf of the City of Sacramento and Placer County Water Agency. Roseville's annual cost share of \$90,000.00, which the pro-rated amount (\$52,500.00) is currently budgeted in FY18, will be paid through the Water Operations Fund funded through utility rate revenue, subject to appropriation by the City Council in future budgets.

CC #: 8956

File #: 0800-02 & 0201-01

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

7.33. Antelope Creek Flood Control Project - Budget Adjustment

Memo from Senior Engineer Brian Walker and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5896 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The project consists of the construction of two weirs spanning the main channel to allow passage of low flows while detaining higher flows. Due to funding constraints within the Dry Creek Watershed development fee program, the project has been divided into two phases. In order to address a shortfall for Phase 2, a Memorandum of Understanding (MOU) was created between the District and the District member agencies. Through the MOU, the District sought an advance from the City in the amount of \$601,397.00. Funding for this advance is available within the City's Pleasant Grove Drainage Fund. The District will repay the advance to the City with interest from future funds collected by the Dry Creek Watershed development fee program.

File#: 0201-01 & 0309-01

CC#: 5896

CONTACT: Brian Walker 916-746-1300 walkerbrian@roseville.ca.us

7.34. California Natural Resources Agency Urban Rivers - Grant Award and Budget Adjustment

Memo from Environmental Compliance Specialist Matt Ocko and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5897 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City has been awarded a \$400,000.00 grant from the California Natural Resource Agency for a creek restoration project. The Environmental Utilities Department Stormwater Division is proposing to utilize the grant funds to restore a segment of Dry Creek at Saugstad Park. In addition to the grant funds, \$12,946.00 of available funds will also be applied to the project.

CC #: 8919

File #: 0309-01 & 0201-01

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

Delyn Ellison-Lloyd 916-746-1748 dellisonlloyd@roseville.ca.us

7.35. Interfund Loan Payment and Budget Adjustment

Memo from Environmental Utilities Rates Analyst Janet Vargas and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5902 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve a necessary budget adjustment from the Water Operations Fund to the Water Construction Fund to repay the 1st installment of \$385,000.00 and \$250,000.00 related interest for the interfund loan for the funding of the Advanced Metering Infrastructure Project. Funds are available in the Water Operations Fund.

CC #: 8942

File #: 0201-01 & 0800-02

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us

Ordinances (for second reading and adoption)

7.36. Second Reading - Sierra Vista Specific Plan Federico Parcels - Development Agreement Amendment and Rezone

ORDINANCE NO. 5898 ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 5903 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE for second reading and adoption.

CC #: 8963

File #: 0400-04-12-1 & 0400-04-12-2

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Reports / Requests

7.37. Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief James Maccoun requesting Council approval for two Police Department detectives to travel to Socorro, New Mexico for an incident response to terrorist bombings course scheduled from January 22-24, 2018. The Department of Homeland Security is offering the course, and will pay for the class and all travel expenses. There is no cost to the City.

CC #: 8928

File #: 0600-02

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

7.38. Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief James Maccoun requesting Council approval for three police officers to travel to Charleston, South Carolina for a basic tactical medical instructor course scheduled from January 28-31, 2018. The Federal Law Enforcement Training Center will pay all associated costs except airfare. The cost of airfare for the three officers will amount to approximately \$1,100.00 and there are adequate funds in the Police Department's current fiscal year patrol budget to cover the cost of the airfare.

CC #: 8954

File #: 0600-02

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

7.39. Appointment of Youth Board Member and Youth Commissioners

Appoint Navya Kompella as the Library Board Youth Member.

Appoint Miranda Garnett as the Roseville Grants Advisory Commission Youth Commissioner.

Appoint Sana Zulficar as the Parks and Recreation Commission Youth Commissioner.

Appoint Taylor Urrutia as the Transportation Youth Commissioner.

CC #: 8949

File #: 0103 & 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

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

7.40. Public Safety Software Maintenance - Authorization for Payment

Memo from Business Systems Analyst Brittany Flores and Chief Information Officer Hong Sae recommending Council approve payment of \$186,925.00 to Tyler Technologies (formerly New World Systems Corporation) for the public safety computer system annual maintenance for FY18. Funds for these maintenance costs were included in this year's Information Technology Internal Service Fund. Staff requests authorization for the City Manager or his designee to continue authorizing payment for Tyler Technologies annual software maintenance without further City Council approvals until the Tyler contract expires on July 31, 2024, pending City Council approval of budgets each fiscal year.

CC #: 8947

File #: 0323

CONTACT: Brittany Flores 916-774-5431 bflores@roseville.ca.us

7.41. Development Impact Fee Reports for Fiscal Year Ending June 30, 2017

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kaufman with an informational Development Impact Fee Report as required by California Government Code Sections (GC §) 66000 through 66008 ("Mitigation Fee Act"). The reports are also posted on the City's website. There is

no impact to the City's General Fund.

CC #: 8921

File #: 0215

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

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

Ceremonial Documents

7.42. Resolution of Commendation and Appreciation to Bernadette Brown

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

CC #: 8962

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.43. Resolution of Commendation and Appreciation to Denise Marshall

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

CC #: 8965

File #: 0102-10

CONTACT: Marissa Ramos 916-704-8330 mramos@roseville.ca.us

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Long-Term Water Service Contracts - Letter of Agreement, Cost Share Agreement & Budget Adjustment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-516 APPROVING A COST SHARE AGREEMENT FOR LONG-TERM WATER SERVICE CONTRACT RENEWAL PROCESSING AND ANALYSES, BY AND BETWEEN THE CITY OF ROSEVILLE, SACRAMENTO COUNTY WATER AGENCY, PLACER COUNTY WATER AGENCY AND SACRAMENTO MUNICIPAL UTILITIES DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-517 APPROVING A LETTER OF AGREEMENT WITH THE BUREAU OF RECLAMATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5905 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN

APPROPRIATION MEASURE. This item includes a Letter of Agreement (LOA) between the City, acting as lead business agent, and the U.S. Bureau of Reclamation to create a reimbursable account for work on renewal of four American River Division Long-Term Water Service Contracts (LTWSC's); a proposed \$2 million Cost Share Agreement between the City, Placer County Water Agency (PCWA), Sacramento Municipal Utilities District (SMUD) and Sacramento County Water Agency (SCWA) to commence shared work necessary to renew each agency's LTWSC; a proposed \$50,000.00 budget adjustment FY18 to allow the City to spend and be fully reimbursed for services rendered on behalf of the City, PCWA, SMUD, and SCWA, as well as reimburse the U.S. Bureau of Reclamation for work related to the LOA. Roseville's quarter share of the \$50,000.00 LOA deposit, which is \$12,500.00, as part of the proposed FY18 budget adjustment, will be paid through the Water Operations Fund funded through utility rate revenue.

CC #: 8953

File #: 0800-02 & 0201-01

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

Environmental Utilities Director Richard Plecker made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-516 APPROVING A COST SHARE AGREEMENT FOR LONG-TERM WATER SERVICE CONTRACT RENEWAL PROCESSING AND ANALYSES, BY AND BETWEEN THE CITY OF ROSEVILLE, SACRAMENTO COUNTY WATER AGENCY, PLACER COUNTY WATER AGENCY AND SACRAMENTO MUNICIPAL UTILITIES DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-517 APPROVING A LETTER OF AGREEMENT WITH THE BUREAU OF RECLAMATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5905 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

Absent: Rohan

8.2. FY2017 Ending Fund Balance - Budget Adjustment

Memo from Budget Analyst Nancy Rothlisberger and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5904 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION

MEASURE. This is a request to appropriate and transfer \$4,045,790.00 of available General Fund fund balance to various funds, projects and expense items. These funds were made available as a result of favorable FY 2016-17 operating results and staff proposes to allocate these one-time funds to fund several underfunded items that were not included in the original budget.

CC #: 8964

File #: 0201-01

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@Roseville.ca.us

Items 8.2 and 9.1 presented concurrently.

Chief Financial Officer Jay Panzica made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Scott Alvord, to adopt ORDINANCE NO. 5904 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

Absent: Rohan

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Fiscal Year 2016-17 Year-End Report

Memo from Budget Analyst Nancy Rothlisberger and Finance Director Dennis Kauffman with a year-end version of the new report that was created to provide Council with brief and useful information regarding the fiscal performance of the City. This report includes a series of tables and charts displaying financial data for FY2016-17 for the General Fund, the enterprise operating funds, and revenues in selected other funds. Any significant variations in data are explained in the report.

CC#: 8922

File#: 0202-02

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

Items 8.2 and 9.1 presented concurrently.

Chief Financial Officer Jay Panzica made the presentation to Council.

No public comment received.

For information only; no action required.

9.2. North Central Roseville Community Facilities District No. 1 - Project Prioritization

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon with a presentation on North Central Roseville Community Facilities District No. 1 Project prioritization. Staff recommends Council approve the recommended project prioritization for the use of funds from the North Central Roseville Specific Plan Community Facilities District (NCCFD) or provide an alternative project prioritization. As the NCCFD reaches its sunset date by the end of this year, any remaining funds within the NCCFD must either be budgeted for eligible projects or refunded to District property owners. Staff has identified several needed improvements within the NCCFD and have provided a preliminary priority to each based upon staff's estimation of value to the community. The remaining account balance in the NCCFD is \$5,828,030.94. Staff proposes to fund needed improvements within the boundary of the district based upon available funding and the Council approved prioritization list. Staff will return to Council later this calendar year with budget adjustment requests to fund the highest priority projects.

CC #: 8845

File #: 0800-04

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

Public Works Director Rhon Herndon made the presentation to Council.

Principal Engineer Jason Shykowski continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to approve staff's recommended project prioritization for the use of funds from the North Central Community Facilities District No. 1 (NCCFD) as follows; 1. Roseville Parkway Widening from Creekside Ridge to E. Gibson Drive 2. Pleasant Grove Boulevard. Triple Lefts at Roseville Parkway 3. Washington Widening north of Andora Union Pacific Overcrossing 4. Gibson Drive Neighborhood Park 5. Pedestrian Bridge connecting to Galleria Mall 6. Gibson Drive Parking Lot with the \$5.8 million in funding to be used for improvements along the Roseville Parkway corridor with the widening of Roseville Parkway from three to four lanes in each direction between Creekside Ridge Drive and Gibson Drive, and for adding triple left turn lanes from southbound Pleasant Grove onto eastbound Roseville Parkway. The Motion Passed.

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

Absent: Rohan

10. **APPOINTMENTS**

10.1. Appointment to Transportation Commission

Appoint one (1) applicant to the Transportation Commission to fill an unscheduled

vacancy with a term ending December 31, 2020 from the two (2) applications received by Peter Ashby and Gary M. Gutowsky.

CC #: 8950

File #: 0103 & 0103-13-02

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

Item continued to meeting when full Council is present.

11. PUBLIC HEARING

11.1. Broadstone Senior Apartments and Holden Assisted Living Project - Fee Deferrals

The Public Hearing has been continued to the meeting of January 10, 2018.

CC #: 8885

File #: 0215-07

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

Vice Mayor Gore announced the public hearing is continued to the meeting of January 10, 2018.

12. COUNCIL / STAFF / REPORTS/ COMMENTS

Merry Christmas and Happy New Year - Councilmember Tim Herman extended wishes.

Placer County Economic Development Board - Councilmember Scott Alvord reported.

Staff Appreciation - Vice Mayor Bonnie Gore commented.

13. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 8:11 p.m. The Motion Passed.

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

Absent: Rohan

Bonnie Gore, Vice Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 8971
File #: 0203-10

Title: Fertilizer Plus Dimension (RFQ 01-3152) - Purchase Orders
Contact: Loni Countryman 916-774-5734 lcountryman@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve purchase orders to Crop Production Services as the lowest responsive and responsible bidder for fertilizer plus dimension in response to RFQ 01-3152. The estimated annual cost of the fertilizer plus dimension is \$145,760.00 plus tax of \$10,567.60 for a total of \$156,327.60.

The initial contract is from the date of the contract award through 12/31/18. The estimated total award of \$78,163.80 for the remainder of FY2017-18 and \$78,163.80 for FY2018-19 is derived from historical data and knowledge of future requirements.

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

BACKGROUND

The Parks Maintenance Division has an ongoing requirement for fertilizer plus dimension. Along with two landscape maintenance contract partners, the City performs applications of fertilizer to all parks and city maintained landscape corridors twice a year. Historically, the partners have purchased fertilizer for their areas of responsibility, and the City has reimbursed them for that expense with a negotiated 15% markup. The City has now decided 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% markup. Two purchase orders will be issued, one immediately after the contract award for the spring application of fertilizer plus dimension, and the second one next fall in FY2018-19 for the second application of fertilizer plus dimension.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Unit Price</u>
Wilbur Ellis, LLC	\$40.27

Rio Linda, CA

SiteOne Landscape Supply Cleveland, OH	\$30.13
---	---------

Crop Production Services Sacramento, CA	\$40.00
--	----------------

Horizon Distributors Roseville, CA	\$43.69
---------------------------------------	---------

A formal bid was issued where vendors were asked to quote the price per 50-pound bag of fertilizer. The bid from SiteOne Landscape Supply was deemed non-responsive because the product they quoted in their bid response did not meet the bid specifications for the required percentage of dimension.

FISCAL IMPACT

The estimated annual cost of the agreement is \$156,327.60. Funding is included in the Parks Maintenance Division's FY2017-18 budget. Funding is split between general fund and the various CFD's and LLD's. Funding source is determined by the actual amount of fertilizer used within the funding source location. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2018-19, \$78,163.80, FY2019-20, \$160,000.00; FY2020-21, \$167,000.00, FY2021-22, \$170,000.00, FY2022-23, \$87,500.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Loni Countryman, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-02

RESOLUTION NO. 18-02

APPROVING A PURCHASE ORDER WITH CROP PRODUCTION SERVICES

WHEREAS, a purchase order for fertilizer plus dimension, 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 the City Manager or his designee is additionally authorized to execute four optional one-year renewals of the purchase order provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8989
File #: 0203-07

Title: Relays, Meters, and Accessories (RFQ 01-3148) - Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Recommend Council adopt resolutions to approve purchase orders to Mega Power Systems, Schweitzer Engineering Laboratories, Bitronics, LLC/Geo E. Honn Co., Inc., Schneider Electric, and ICMI as the lowest responsive and responsible bidders for relays, meters, and accessories in response to RFQ 01-3148.

The initial contract is from the date of the contract award through 6/30/19. The estimated total award of \$175,000.00 for the remainder of FY2017-18 and \$150,000.00 for FY2018-19 is derived from historical data and knowledge of future requirements.

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

BACKGROUND

As part of the Electric Department/Engineering's annual 5-year planning, a thorough assessment has been performed on the age and condition of all substation protection relays and associated control equipment. Replacement of this equipment prior to failure is critical to the safe and reliable operation of the Roseville Electric system. Approximately 100 protection relays and associated control equipment have been identified for replacement. This contract will allow the Electric Department to procure all equipment necessary to replace the aged equipment over the next 5 years.

The bid included seven separate categories. However, because these items are specialized, we received bids on only five of the seven categories. And of the bids that were received, each bidder only bid on one category. The Electric Department will issue a new bid for the other two categories at a future date. The various electrical items will be purchased on an as needed basis throughout the contract term from the vendor receiving the award for that item.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Category - Unit Price</u>
Mega Power Systems Chino, CA	Item 3. \$241.00
Schweitzer Engineering Laboratories Pullman, WA	Item 1. \$70,918.00
Bitronics, LLC / Geo E. Honn., Inc. Vacaville, CA	Item 4. \$2,305.00
Schneider Electric Franklin, TN	Item 2. \$6,812.00
Wesco Distribution, Inc. Lake Mary, FL	Item 3. \$259.21
ICMI Amelia, OH	Item 7. \$7,462.38

FISCAL IMPACT

The estimated annual cost is \$325,000, or not to exceed department budgeted amounts. Funding is included in the Electric Rehab Relay Replacement Project FY2017-18 budget and future FY2018-19 approved Electric capital project budgets. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2019-20, \$325,000.00; FY2020-21, \$325,000.00, FY2021-22, \$325,000.00, FY2022-23, \$162,500.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-18

Resolution No. 18-19

Resolution No. 18-20

Resolution No. 18-21

Resolution No. 18-22

RESOLUTION NO. 18-18

APPROVING A PURCHASE ORDER WITH MEGA POWER SYSTEMS, INC. FOR
RELAYS, METERS AND ACCESSORIES

WHEREAS, a purchase order for relays, meters and accessories, between the City of Roseville and Mega Power Systems, Inc., has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 18-19

APPROVING A PURCHASE ORDER WITH SCHWEITZER ENGINEERING
LABORATORIES FOR RELAYS, METERS AND ACCESSORIES

WHEREAS, a purchase order for relays, meters and accessories, between the City of Roseville and Schweitzer Engineering Laboratories, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 18-20

APPROVING A PURCHASE ORDER WITH BITRONICS, LLC, FOR RELAYS, METERS
AND ACCESSORIES

WHEREAS, a purchase order for relays, meters and accessories, between the City of Roseville and Bitronics, LLC, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 18-21

APPROVING A PURCHASE ORDER WITH SCHNEIDER ELECTRIC FOR RELAYS,
METERS AND ACCESSORIES

WHEREAS, a purchase order for relays, meters and accessories, between the City of Roseville and Schneider Electric, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 18-22

APPROVING A PURCHASE ORDER WITH ICMI FOR RELAYS, METERS AND ACCESSORIES

WHEREAS, a purchase order for relays, meters and accessories, between the City of Roseville and ICMI, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8973
File #: 0203-09

Title: Refuse Compactor - Purchase Order
Contact: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the purchase of a 20-yard Wastequip Self-Contained refuse compactor, utilizing NJPA Contract #041217-WQI. The total estimated cost is not-to-exceed \$25,133.00, and is funded through the Solid Waste Division's Capital Purchases fund.

BACKGROUND

Due to lack of available space on-site for traditional refuse bins in the Downtown, the Oak Street Parking Facility project has been designed to include a trash compactor for refuse collection to service several businesses along the 200 block of Vernon St. The project is nearing completion, and the Development Services Department has requested the Solid Waste Division complete the purchase of the compactor prior to expected project completion in April 2018. The cost associated with the compactor purchase is covered through the solid waste capital purchases fund.

FISCAL IMPACT

The cost of the compactor shall not exceed \$25,133.00. Funding is included in the Solid Waste Division's Capital Purchases fund for 2017/18 fiscal year budget. No General Fund monies are required or proposed.

ECONOMIC DEVELOPMENT / JOBS CREATED

The purchase of a refuse compactor is not anticipated to result in measurable job creation or economic development.

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)). Execution of the purchase agreement is not considered a project, and is therefore not subject to CEQA.

Respectfully Submitted,

Shelly Tilley, Refuse Superintendent

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

NJPA Compactor Quote



11900 East Locke Road, Lockeford, CA, 95237

PHONE: 877-333-4414 FAX: 209-333-4422

WQ-10061299

Sell To:

Contact Name	Shelly Tilley	Ship To Name	City of Roseville
Bill To Name	City of Roseville	Ship To	311 Vernon St Ste 206
Bill To	311 Vernon St Ste 206		Roseville, CA 95678-2649
	Roseville, CA 95678-2649		United States
	USA	Customer Job	NJPA Contract # 041217-WQI
Email	stilley@roseville.ca.us	Reference	
Phone	(916) 774-5785		

Quote Information

Salesperson	Rob Vezina	Created Date	12/11/2017
Salesperson Email	rvezina@wastequip.com	Expiration Date	12/25/2017
Salesperson Phone	(818) 406-2573	Quote Number	WQ-10061299
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
265XP-20-F	Self-Contained Precision Series 265XP Model includes a 10HP Tri-volt T.E.F.C. motor, UL/CUL Listed, 6' remote power unit with weather cover, NEMA 4 Rated Control Panel, Controls in Panel Face, Precision guided ram, Full Gasketed Door, A.N.S.I Z.245.2 Compliant, WASTEC rated and 5 year structural warranty.	Color: TBD-Standard Color	1.00	\$18,138.20	\$18,138.20
CO204	Hopper / Doghouse - Doghouse fully enclosed, single door, frame & locking hasp		1.00	\$1,508.60	\$1,508.60
CO109	Hopper / Doghouse - Magnetic door interlock switch - mounted		1.00	\$339.00	\$339.00
CO193	Container Options - Run steel hydraulic pipes / electric with QD's to bulkhead		1.00	\$547.20	\$547.20
CO201-15S	Container Options - Guide rails - 15' standard - with stops		1.00	\$600.40	\$600.40
CO102	3/4 full - Advance warning light		1.00	\$510.70	\$510.70
CO116	Pressure gauge - color coded and numeric - on power unit		1.00	\$186.20	\$186.20
VAF-SC-1	Guardian Control System		1.00	\$0.00	\$0.00
VAF-SC-2	(AMS) Automatic Maintenance Scheduler		1.00	\$0.00	\$0.00
VAF-SC-3	100% Full Light		1.00	\$0.00	\$0.00
VAF-SC-4	Multicycle Timer - factory set for 2 cycles		1.00	\$0.00	\$0.00
VAF-SC-5	Low Temperature Oil		1.00	\$0.00	\$0.00
VAF-SC-6	Warranty: 5 Years Structural, 2 Years Parts and 1 Year Labor		1.00	\$0.00	\$0.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$21,830.30
Shipping Terms	FOB Origin	Shipping and Handling	\$1,720.00
		Tax	\$1,582.70
		Grand Total	\$25,133.00



11900 East Locke Road, Lockeford, CA, 95237

PHONE: 877-333-4414 FAX: 209-333-4422

WQ-10061299

Special Instructions

Special Instructions 1. Price does not include installation - Customer to install
2. Customer to offload at time of delivery

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your Order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document. Final tax calculations are subject to change.

Special Contract Information NJPA-Pricing & Product offerings are based on the NJPA Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to NJPA approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



COUNCIL COMMUNICATION

CC #: 8974

File #: 0400-04-08-1

Title: Veranda - Certificate of Completion
Contact: Tim Rath 916-774-5252 trath@roseville.ca.us

Meeting Date: 1/10/2018

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Veranda, CWJ# 150079, as complete and authorizing the City Engineer to execute the Certificate of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

ENVIRONMENTAL REVIEW

The Council action of accepting Veranda as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15060(c)(2). Adoption of this project does not include the potential for a significant environmental effect and therefore is

not subject to CEQA.

Respectfully Submitted,

Tim Rath - Construction Inspector

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-04

CERTIFICATE OF COMPLETION

EXHIBIT A

RESOLUTION NO. 18-04

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS VERANDA PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as Veranda is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book DD of Maps, Page 69 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **VERANDA** Project was completed and accepted by the City of Roseville on _____. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was **Teichert Construction.**

The surety on said project was **A Subdivision Maintenance Bond Number 929634407-M From The Continental Insurance Company a Pennsylvania Corporation.**

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, MARC STOUT, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Certificate of Completion and know its contents and the facts stated therein are true.

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

MARC STOUT
City Engineer
City of Roseville

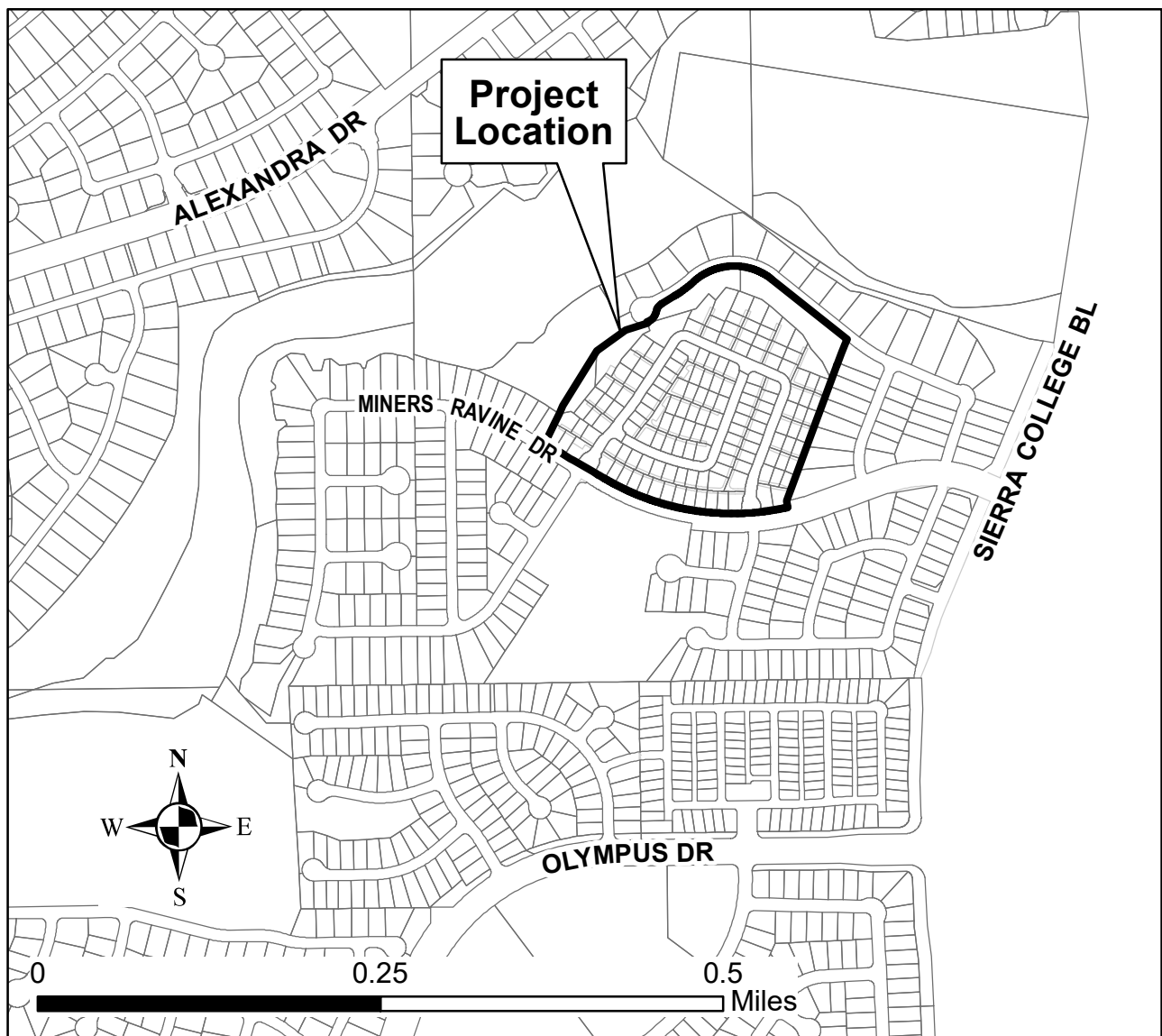
STATE OF CALIFORNIA)
COUNTY OF PLACER)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2018, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Veranda - Stoneridge Parcel 54





COUNCIL COMMUNICATION

CC #: 8985
File #: 0704-01

Title: Village Center Park Master Plan Approval
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Approve the master plan for the Village Center park site (W-54) in West Roseville.

BACKGROUND

Location and Size

This 3-acre park site is located in the West Roseville area off of Pleasant Grove Boulevard across from St John's Church.

Background

A rezone of the Village Center was approved by Council in September 2017. The rezone reconfigured the park to be more linear in shape, but virtually retained the same total acres. With the approval of the rezone, a number of impacts fees were approved to be earmarked for the park in order to accelerate the construction timeline. Start of construction is targeted to begin in Spring 2018. Most of the fees will be paid with the first building permit pulled by the proposed medium density residential project.

Proposed Master Plan

The master plan is consistent with the proposal included in the rezone concept plan. A center plaza area with a children's play area, restroom, covered picnic area and a water play component is shown. Also, pedestrian paths meander throughout the park site. See attached.

Public Outreach

The public outreach process for the park master plan began in July 2017 with a joint workshop with the developer, West Park Communities. A second public workshop was held in October 2017, where an updated concept plan was presented to the attendees for review and feedback.

On December 4, 2017, the write-in period opened. Residents were invited to provide written comments regarding the proposed park master plan design. The write-in period ended on December 15, 2017. Comments received are attached.

Parks & Recreation Commission

The Parks & Recreation Commission reviewed and approved the master plan, pending environmental clearance at a special meeting on December 18, 2017.

FISCAL IMPACT

\$2.2M project estimate for the Village Center park project is provided through the West Roseville Park Development Fund as well as those memorialized in the development agreement. Maintenance for this park is through the West Roseville Community Facilities District for Service. There will be no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

The construction of the park is to be performed by contractors. This project helps stimulate the local economy and the local construction industry through the employment of the construction team. Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that figure, 23.9 new jobs could be created as a result of this project.

ENVIRONMENTAL REVIEW

Initial CEQA compliance for the West Roseville Specific Plan (WRSP) Village Center Park (W-54) project was achieved in February 2004 with certification of the WRSP final Environmental Impact Report (EIR or Original EIR) (SCH #2002082057). An Addendum to the Original EIR has been prepared to provide CEQA compliance for the currently proposed revised Village Center Park Master Plan.

According to CEQA, an Addendum to a certified EIR can be prepared to address minor technical changes or project modifications (CEQA Guidelines § 15164). An Addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts, or a substantial increase in the severity of previously identified significant impacts. An Addendum need not be circulated for public review (CEQA Guidelines § 15164 [c]); however, an Addendum is to be considered along with the original EIR by the decision making body prior to making a decision on the project (CEQA Guidelines § 15164 [d]).

As indicated above, an Addendum to West Roseville Specific Plan Environmental Impact Report (SCH# 2002082057), dated July 10, 2017, attached, has been prepared and addresses the revised Village Center Park Master Plan. The proposed Master Plan is found to be substantially consistent with the Addendum which demonstrates that the environmental analysis, impacts, and mitigation measures identified in the Original EIR supports a finding that the proposed project does not raise any new issues and does not exceed the level of impacts identified in the Original EIR. Consequently no additional CEQA action on the part of Council is required at this time other than consideration of the Addendum prior to Master Plan approval.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No 18-15

Addendum to the WRSP EIR

Master Plan

RESOLUTION NO. 18-15

APPROVING THE VILLAGE CENTER PARK MASTER PLAN

WHEREAS, a rezone of the Village Center was approved by the City Council in September 2017; and

WHEREAS, the Master Plan for the Village Center Park Site (W-54) is consistent with the proposal included in the rezone concept plan; and

WHEREAS, public outreach for the park master plan began in July 2017, with a second workshop in October 2017; and

WHEREAS, the Parks & Recreation Commission approved the Village Center Park Master Plan on December 18, 2017; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Village Center Park Master Plan 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

ADDENDUM TO WEST ROSEVILLE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2002082057, ADOPTED ON FEBRUARY 4, 2004)

Project Title/File Number: WRSP Parcels W-32, W-33 & W-54 Village Center Tentative Parcel Map, Rezone, General Plan Amendment, Specific Plan Amendment and Tentative Subdivision Maps (PL17-0058) (Village Center Project) and Oakmont of Roseville II Design Review Permit (PL17-0124) (Oakmont Project)

Project Location: The project is located on the northwesterly corner of Pleasant Grove Boulevard and Village Center Drive at 2300, 2350 & 2400 Pleasant Grove Boulevard (Village Center Project) & a portion of 2350 & 2400 Pleasant Grove Boulevard (Oakmont Project); Roseville, CA 95747; Placer County

Project Description: The City of Roseville is currently processing two separate applications for the remaining approximately 18 acre Village Center in the West Roseville Specific Plan (WRSP). This Addendum covers both applications. For the first project, the applicant, VC Roseville, LLC requests approval of the following: Tentative Parcel Map, Rezone, General Plan Amendment, Specific Plan Amendment, Development Agreement Amendment and two Tentative Subdivision Maps to allow for a reconfiguration of parcels and changes in land use and zoning. On parcel W-54 (Village Green Park), the applicant is also requesting a reconfiguration of the previously anticipated citywide park including modifications to the uses outlined in the conceptual park plan.

The applicant for the second request, Oakmont Senior Living, is requesting a project specific request, which includes a Design Review Permit, to allow the development of a two story, 88,446 square foot building, which will include 60 assisted living residential units and 27 memory care units. The project includes development of on-site parking, lighting, landscaping, walkways and utilities.

Project Applicants:

- VC Roseville, LLC – John Tallman (Village Center Project)
- Ken Kidd, Oakmont Senior Living (Oakmont Project)

Property Owner: VC Roseville, LLC – Jeff Jones (Village Center & Oakmont Projects)

Lead Agency Contact: Tricia Stewart, Senior Planner, City of Roseville – (916) 774-5258

An Addendum to a previously certified and adopted negative declaration or environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA

Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted negative declaration adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the adopted negative declaration or EIR for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

Table of Contents

Project Description	4
Purpose and Scope of Addendum	8
Initial Study Checklist	
I. Aesthetics	11
II. Agricultural & Forestry Resources	12
III. Air Quality	13
IV. Greenhouse Gases	15
V. Biological Resources	16
VI. Cultural Resources	18
VII. Tribal Cultural Resources	19
VIII. Geology and Soils	20
IX. Hazards and Hazardous Materials	23
X. Hydrology and Water Quality	25
XI. Land Use and Planning	28
XII. Mineral Resources	31
XIII. Noise	32
XIV. Population and Housing	34
XV. Public Services	35
XVI. Recreation	36
XVII. Transportation / Traffic	38
XVIII. Utilities and Service Systems	42
XIX. Mandatory Findings of Significance	45
Environmental Determination	47
Attachments	47

PROJECT DESCRIPTION

Project Location

The Village Center Project is located in the West Roseville Specific Plan at 2300, 2350 & 2400 Pleasant Grove Boulevard, Roseville, CA 95747; Placer County. Located on APNs: 017-151-020-000, 017-153-004-000 and 017-153-005-000.

The Oakmont Project is located in the West Roseville Specific Plan on a portion of 2350 & 2400 Pleasant Grove Boulevard Roseville, CA 95747; Placer County. Located on portions of APNs: 017-151-020-000 and 017-153-004-000.

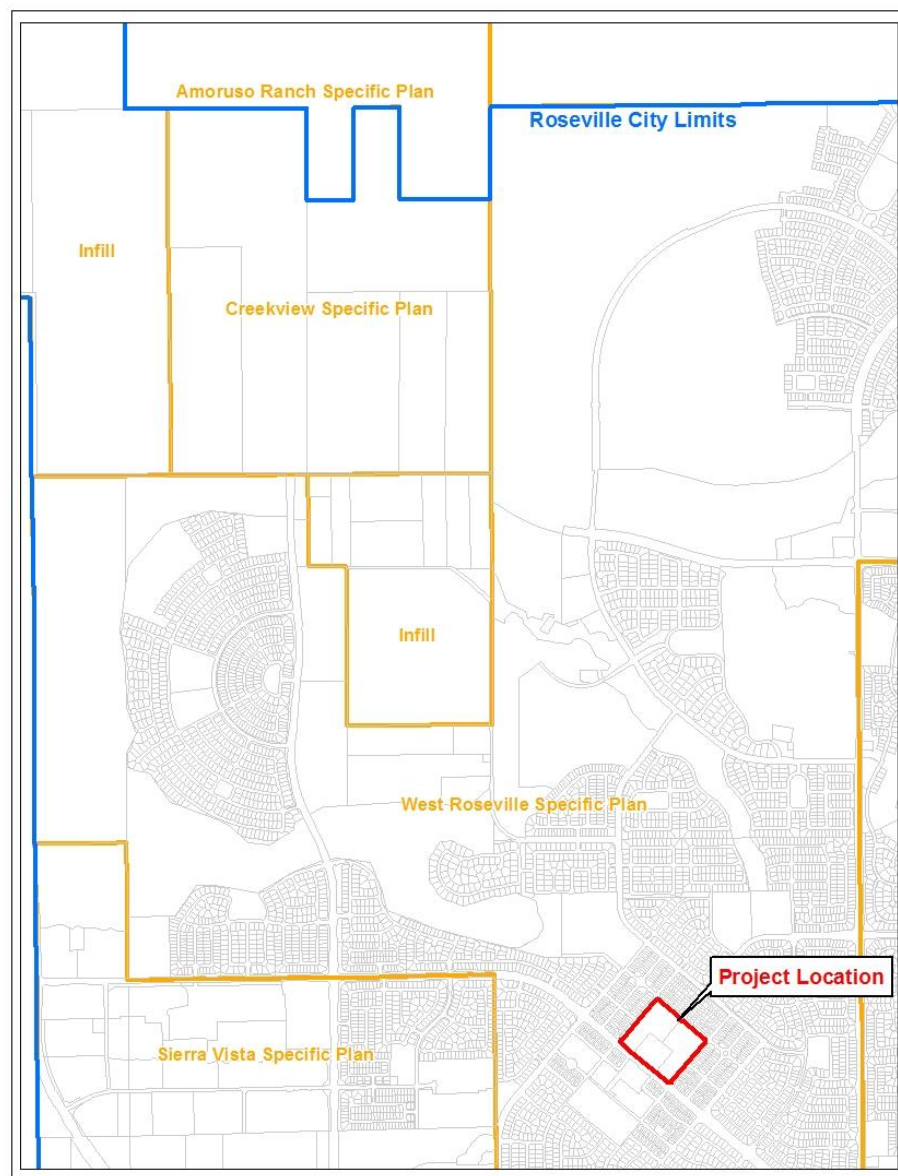


Figure 1: Vicinity Map

Background

The portion of the project known as the Village Center is within the boundaries of the West Roseville Specific Plan (WRSP), approved by the City Council in February 2004. The project site is located in phase two, of four phases within the WRSP.

Table 1: Existing Zoning, Land Use and Use of Property

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	CC/SA-WR & PR	CC/VC & PR/VC	Undeveloped
North	R3/DS	HDR/VC	Single family residential
South	P/QP/SA-WR & R3/DS	P/OP/VC & HDR/VC& MDR-VC	Church, single family residential, and undeveloped
East	R3/DS	MDR/VC	Single family residential
West	R3/DS	MDR/VC	Single family residential

Environmental Setting

The project site is currently undeveloped and is comprised mostly of disturbed annual grasslands. With the exception of streetlights located along the project's roadway frontage, no other structures are located on the site. One poplar tree is located on site adjacent to Pleasant Grove Boulevard. The site has been previously rough graded and all utilities are stubbed to the site. Curb and gutter improvements exist along the perimeter of the properties, five driveway stubs and various sections of sidewalk are located along the perimeter of the property. The area immediately surrounding the site is currently developed on three sides with single family homes and to the south with St. John's church.

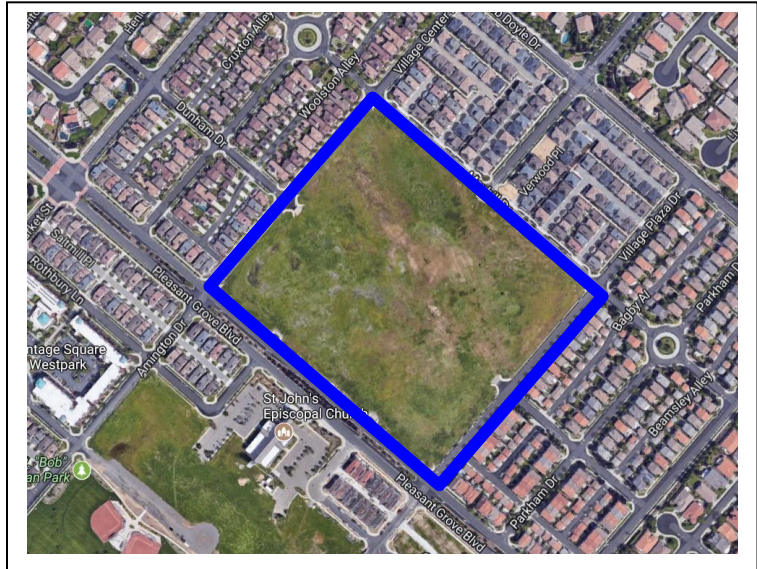


Figure 2: Existing Conditions Aerial

Proposed Project

This Addendum is for two separate applications that cover three distinct projects. The first project is for WRSP Parcels W-32, W-33, and W-54 which includes a Rezone, General Plan Amendment, Specific Plan Amendment, Development Agreement Amendment, Tentative Parcel Map and Tentative Subdivision Maps. This project is referred to in this Addendum as the **“Village Center Project.”**

The next two projects are geographically located on the Village Center Project properties, and include the development of the park property on Parcel W-54 referred to in this Addendum as **“Village Green Park”** as part of the VC Roseville, LLC requested entitlements.

The third project is located on Parcel W-32 and referred to by the applicant as Oakmont of Roseville II, and includes a request for a Design Review Permit. The project is referred to in this Addendum as the “**Oakmont Project**”. All projects are described in further detail below.

The analysis in this Addendum refers to the collective projects as “the project.”

Village Center Project

The requested entitlements for the Village Center Project would allow for the following:

- **A Tentative Parcel Map** – To merge and re-subdivide the three existing parcels into four parcels and three remainder lots.
- **A Rezone, General Plan Amendment and Specific Plan Amendment** – To rezone and modify the land use designations on the property from community commercial and park designations to community commercial, park and residential designations for the Village Center as shown in Table 2 below. The Specific Plan Amendment includes an amendment to the West Roseville Specific Plan document to reflect the proposed changes.

Table 2: Existing & Proposed Zoning & Land Use

Existing				Proposed			
	Zoning	Land Use	Acreage		Zoning	Land Use	Acreage
W-32	CC/SA-WR	CC/VC	6.91	W-32	CC/SA-WR	CC/VC	3.31
W-33	CC/SA-WR	CC/VC	6.9	W-33	CC/SA-WR	CC/VC	3.1
W-54	P/R	PR/VC	3.81	W-54	P/R	PR/VC	3.71
				W-28	RS/DS	MDR/VC	3.8
				W-29	RS/DS	MDR/VC	3.8
ROW			0.74	ROW			0.64
Total			18.36				18.36

- **A Development Agreement Amendment** – To vest entitlements and to revise Developer and City obligations as they pertain to the proposed project.
- **Two Tentative Subdivision Maps** – To establish two small lot tentative maps to create 28 residential lots each on Parcel W-28 and W-29 for a total of 56 single family residential units.

In summary, approval of the proposed project would reduce the commercial acreage in the Village Center from 13.81 acres to 6.41 acres and would replace 40 high density residential units intended to be located on the community commercial parcels as second story residential units with 56 medium density residential units on proposed parcels W-28 and W-29. The project would also modify the shape of the park parcel and slightly reduce the size of the park parcel from 3.81 acres to 3.71 acres.



Figure 1: GPA/SPA Existing Proposed Exhibit

With the exception of the Development Agreement Amendment, project plans are included as Attachments 2-7 for reference.

Village Green Park

The existing plan anticipates a square shaped urban park with frontage along Pleasant Grove Boulevard. The park was intended to be constructed as a town square that would complement the intended surrounding commercial uses, as well as preserve a view corridor that draws a view shed from the north side of Pleasant Grove across the roadway and highlights the St. John's Church steeple.

With the Applicant's proposal to reconfigure parcels on site and further subdivide the property, the park parcel would be reconfigured into a longer and linear rectangular shape. The new acreage of the park would be 3.71 gross acres. It would continue to have frontage along Pleasant Grove Boulevard, but would also have frontage along Mayhill Drive, new MDR parcels W-28 and W-29, as well as reconfigured parcels W-32 (future Oakmont) and W-33 (future commercial). Parking for the park is anticipated to be on-street.



Figure 2: Conceptual Site Layout Exhibit

The specific plan includes an existing conceptual park plan that anticipated the following uses on parcel W-54:

- Children's Play Structure
- Village Green Central Walkway Concourse

- Civic Plaza with Fountain
- Entry Plaza at Corners
- Diagonal Village Parking
- Central Structure/Stage
- Interactive Water Play Feature

The existing conceptual plan is provided as Attachment 8.

Revisions to the specific plan include proposed changes to the conceptual park plan that anticipates similar but slightly less intense uses which include:

- Open turf play areas
- Seating areas
- Children's play structures
- Designated gathering space
- Shade structure
- Restrooms
- Pedestrian connection to the proposed commercial on parcel W-32

An interactive water play feature was a component of the existing conceptual plan, while not specifically listed in the proposed conceptual plan, at the first master plan meeting with the community this was a feature supported by the community. Therefore this may be a feature included in the proposed conceptual plan subject to final design and budget.

The proposed conceptual park plan is provided as Attachment 7.

Oakmont Project

The requested entitlements for the Oakmont Project would allow for the development of an Oakmont of Roseville II Senior Living Facility (Community Care Facility) on proposed commercial Parcel W-32 (3.31 acres). The Design Review Permit would allow for the development of a two story, 88,446 square foot building on site which will include 60 assisted living units and 27 memory care units. The project includes development of on-site parking, lighting, landscaping, walkways and utilities. The projects plans including: site plan, building elevations, grading plans, utility plans, landscape plans, etc. are included as Attachments 9-15.

PURPOSE AND SCOPE OF ADDENDUM

The WRSP allows for a mix of land uses such as residential, commercial, industrial, park, open space, and schools.

In accordance with the California Environmental Quality Act (CEQA), it was determined that the West Roseville Specific Plan had the potential to have a significant adverse impact upon the environment, and the WRSP FEIR (SCH #2002082057) was prepared for the project. A Notice of Completion was filed with the State of California Office of Planning and Research. The Final Environmental Impact Report (FEIR) was certified by the City Council on February 4, 2004. A copy of the WRSP EIR is available for review at the Permit Center at 311 Vernon Street, Roseville, CA or online at www.roseville.ca.us.

The West Roseville Specific Plan (WRSP) and the related FEIR are referenced and utilized in the evaluation of this project, which is part of the area analyzed in the WRSP FEIR. Importantly, the WRSP FEIR included project-level, rather than programmatic, analysis of all of the land uses set forth in the WRSP.

The City Council adopted a Statement of Overriding Considerations when it certified the WRSP FEIR. The FEIR identified the following impacts associated with development of the WRSP area, as significant and unavoidable:

- Conversion of agricultural land to developed uses

- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways, including Interstate 80
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the Western Regional Sanitary Landfill
- Increased demand for solid waste services at the Materials Recovery Facility (MRF)
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

For build out of the WRSP project area, the WRSP FEIR also identified the following cumulative impacts as significant and unavoidable:

- Agricultural land conversion
- Air pollutant emissions from construction
- Air pollutant emissions from operation
- On-site noise levels that exceed City standards
- Off-site noise levels that exceed City standards
- Traffic impacts to Roseville, Placer County, Sacramento County, Sutter County and State facilities
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Change in visual character

The FEIR identified project-specific mitigation measures for the specific plan, which were adopted by the City and incorporated into the WRSP. As explained earlier, this Addendum analyzes the impacts of the project in relation to the analysis completed in the WRSP FEIR.

ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW

The purpose of this checklist is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental impact finding. A “no” answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

EXPLANATION OF CHECKLIST EVALUATION CATEGORIES

Where Impact was Analyzed

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

Any new Circumstances Involving New Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Any new Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either “yes” or “no” will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If “no,” then no additional environmental documentation (supplemental or subsequent EIR) is required.

Mitigation Measures Implemented or Addressing Impacts

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A “yes” response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time. If “none” is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Address Impacts.
a. Have a substantial adverse effect on a scenic vista?	WRSP EIR, 4.13-30 to 41	No	No	No	n/a; ¹ WRSP EIR, 4.13-40
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	WRSP EIR, 4.13-39	No	No	No	n/a; WRSP EIR, 4.13-39
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	WRSP EIR, 4.13-31	No	No	No	n/a; WRSP EIR, 4.13-31 to 35
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	WRSP EIR, 4.13-35	No	No	No	MM ² 4.13-1, MM 4.13-2; MMP, ³ 56-57

Discussion: Aesthetics was adequately addressed in the WRSP EIR as it relates to the proposed project. There is no significant change in the proposed project that would change the environmental impact for this section. The proposed projects are located on properties already anticipated for development. In the WRSP Final EIR, all of the aesthetic impacts were previously identified as significant and unavoidable. The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts.

Additionally, all development projects within this project area are required to meet the design guidelines established by the WRSP and the City's Community Design Guidelines. As it relates to aesthetics, these standards ensure the high quality design and architectural character of any buildings developed as well as minimum landscaping standards. Related to light and glare, the standards in these documents require all parking lots to be screened by a low knee wall or landscaping and all light fixtures to have glare shields.

Therefore, based on the reasons listed in this section, there would be no new significant impacts not previously identified in the WRSP FEIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *"none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred"* relative to aesthetic resources.

¹ Where "n/a" (not applicable) appears in this column, "n/a" means that no mitigation was required. The cited EIR page numbers refer to the place in the EIR where one can find the explanation of why no mitigation was required.

² Mitigation measure ("MM").

³ WRSP EIR, Mitigation Monitoring Program ("MMP"), pp. 1-57.

II. Agricultural & Forestry Resources

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Address Impacts.
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?	WRSP EIR, 4.1-45 to 47	No	No	No	MM 4.1-4; MMP, 5
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	WRSP EIR, 4.1-20 to 28; 4.1-39; 4.1-50 to 52	No	No	No	MM 4.1-1 to 3; MMP, 4-5
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	WRSP EIR, 4.1-45 to 47	No	No	No	n/a

Discussion: Agricultural Resources were adequately addressed in the WRSP EIR as it relates to the proposed project. There is no significant change in the proposed project that would change the environmental impact for this section. The proposed projects are located on properties already anticipated for development, that have been rough graded with utilities stubbed and are surrounded by existing development on all sides. In the WRSP Final EIR, Agricultural and Forestry Resources impacts were previously identified as significant and unavoidable. The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR to agricultural uses. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to agricultural and forestry resources.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Address Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	WRSP EIR, 4.4-13 to 15	No	No	No	N/A
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	WRSP EIR, 4.4-18 to 31	No	No	No	MM 4.4-1 to 6; MMP, 11-16; WRSP EIR, 4.4-33
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	WRSP EIR, 4.4-6 to 10; 4.4-26; 4.4-30 to 31; WRSP EIR, 5-54 to 59	No	No	No	MM 4.4-1 to 7; MMP, 11-16; WRSP EIR, 5-54 to 59
d) Expose sensitive receptors to substantial pollutant concentrations?	WRSP EIR, 4.4-18; 4.4-26 to 29; 4.4-32	No	No	No	MM 4.4-7; MMP, 16-17
e) Create objectionable odors affecting a substantial number of people?	WRSP EIR, 4.4-32 to 33; MMP, 52	No	No	No	N/A

Discussion: As noted earlier, the FEIR found the following air quality impacts to be significant and unavoidable:

- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term);
- Increased emissions of ozone precursors during construction (short-term);
- Operational Emissions;
- Cumulative air pollutant emissions from construction; and
- Cumulative air pollutant emissions from operation.

a-c) The City of Roseville, along with south Placer County, is located within the federal Sacramento Ozone Non-attainment Area. The Placer County Air Pollution Control District (PCAPCD) 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. Currently the districts within the Sacramento Valley Air Basin (consisting of Placer, Sacramento, Yolo, Yuba, Sutter, Colusa, Glenn, Tehama, Shasta and Solano counties) are working together to finalize the attainment plan, which is aimed at attainment of the federal 8-hour ozone standard.

Construction Emissions - Project related construction activities would generate air pollutants intermittently within the site, and the vicinity of the site, until all construction phases have been completed. The air pollutant emission sources would include the following:

- Emission from construction equipment;
- Dust from grading and infrastructure improvements; and
- Reactive Organic Gasses (ROG) emissions from road surfacing and architectural coating.

Operational Emissions - Once construction of the project has ended, the operation of the project's land uses will generate emissions of pollutants from vehicles and area sources such as HVAC units. Emissions would also occur from area sources such as natural gas combusting from heating, landscape maintenance equipment exhaust, and consumer products (e.g. cleaning products, spray paint etc.).

The proposed Village Center Rezone project reduces the amount of commercial development on the site from 13.81 acres to 6.41 acres and modifies the residential component of the project site from 40 HDR units to 56 MDR units. A traffic study prepared by Fehr & Peers concluded that proposed rezone project as proposed with the Oakmont Project would reduce the number of traffic trips from 9,053 trips to 2,376. That is a significant reduction and because air quality is tied to number of trips (emissions), one can deduce that the operational emissions anticipated by the WRSP EIR will be reduced with this project. As it relates to air quality, the proposed uses are reduced in comparison with the existing build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR related to air quality. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *"none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred"* relative to air quality.

IV. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	N/A	No	No	No	N/A
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	N/A	No	No	No	N/A

Discussion: The proposed Village Center Project reduces the amount of commercial development on the site from 13.81 acres to 6.41 acres and modifies the residential component of the project site from 40 HDR units to 56 MDR units. A traffic study prepared by Fehr & Peers concluded that proposed Village Center Project including the Oakmont Project would reduce the number of traffic trips by 6,677 trips from 9,053 trips to 2,376. This is a significant reduction and because both air quality and greenhouse gases are tied to number of trips (emissions), one can deduce that the GHG emissions that would have resulted from buildout under the original WRSP will be substantially reduced with this project. While not previously evaluated in the WRSP EIR, the significant reductions in traffic trips and corresponding air pollutant and GHG emissions provides substantial evidence for the conclusion that the proposed uses in comparison with the build out assumptions would be reduced as compared to what they would have been under the original WRSP due to a less intensive/smaller scale project being proposed on this site. Moreover, the construction vehicles and equipment, passenger vehicles, and new buildings constructed and used in the proposed project will be subject to the State's comprehensive regulations aimed at reducing emissions from construction fleets, implementing cleaner fuel requirements (including the expansion of electric-powered vehicle infrastructure), and requiring greater energy efficiency in new buildings. (E.g., Executive Order B-16-12; California Code of Regulations, Title 13, §§ 1900, 1961, 1961.1, 1961.2, 1961.3, 1965, 1968.2, 1968.5, 1976, 1978, 2037, 2038, 2062, 2112, 2139, 2140, 2145, 2147, 2235, and 2317 et seq.; California Code of Regulations, Title 24, Parts 6 and 11) For all of these reasons and each of them individually, this project would not make a significantly greater contribution to greenhouse gas emissions than would have occurred under the original WRSP; in fact, the proposed project would reduce greenhouse gas emissions as compared to the original project. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *"none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred"* relative to greenhouse gases.

V. Biological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Address Impacts.
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 Game or U.S. Fish and Wildlife Service?	WRSP EIR, 4.7-40 to 48	No	No	No	MM 4.7-1 to 15; MMP, 22-37
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?	WRSP EIR, 4.7-57 to 58	No	No	No	MM 4.7-12 to 13; MMP, 35-36
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, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	WRSP EIR, 4.7-32 to 40	No	No	No	4.7-1 to 2; MMP, 25-26
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?	WRSP EIR, 4.7-49 to 53	No	No	No	MM 4.7-10 to 11; 4.7-13(d); MMP, 33-347
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	WRSP EIR, 4.7-53 to 57	No	No	No	n/a

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?	WRSP EIR, 4.7-23; 4.7-28 to 31; 4.7-62 to 75	No	No	No	n/a
--	--	----	----	----	-----

Discussion: Biological Resources were adequately addressed in the WRSP EIR as it relates to the proposed project. There is no significant change in the proposed project that would change the environmental impact for this section. The proposed projects are located on properties already anticipated for development, that have been rough graded with utilities stubbed to the site and surrounded by existing development on all sides. The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified significant biological resources impacts; therefore, there would be no new significant impacts to biological resources.

One poplar tree on Pleasant Grove Boulevard will likely be removed as part of the project. The tree is not a protected species and its removal is not considered a significant impact. It is a young tree, and was likely a volunteer (i.e., not formally planted). As part of the project, landscaping will be required including the planting of ornamental trees.

With the mitigation measures identified in the WRSP FEIR, the impacts are considered less than significant. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *“none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred”* relative to biological resources.

VI. Cultural, Archeological, or Paleontological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource as defined in Section 15064.5?	WRSP EIR, 4.8-14 to 16	No	No	No	MM 4.8-4 to 9; MMP, 40-42
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	WRSP EIR, 4.8-12 to 14	No	No	No	MM 4.8-1 to 3; MMP, 38-39
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	WRSP EIR, 4.8-16 to 17	No	No	No	MM 4.8-10 to 13; MMP, 42-44
d) Disturb any human remains, including those interred outside of dedicated cemeteries?	WRSP EIR, 4.8-13	No	No	No	MM 4.8-1 to 2; MMP, 38-39

Discussion: No cultural or historical resources are known to exist on the project site. While it is anticipated that there will be no significant impacts to cultural resources, there is always a potential that unknown prehistoric or historic cultural or paleontological resources could be uncovered during project construction. Because it is possible that some such unearthed cultural resources might qualify as “historical resources” or “unique archeological resources” that cannot feasibly be avoided, the FEIR conservatively concluded that impacts to such resources were potentially significant and unavoidable.

Consistent with state law, staff sent notices to Native American representatives consistent with SB18 requirements informing the tribes of the project and the opportunity for formal consultation.

Mitigation is included that requires that, in the event of a discovery of unknown buried archeological or historic deposits, project activity in the vicinity be halted until a qualified archeologist can assess the resources and provide management recommendations per MM 4.8-1 (*Cease Work and Consult with Quality Archaeologist*).

Areas of the WRSP contain geologic formations that could contain paleontological resources. Mitigation measure MM 4.8-10 (*Cease Work Until Review Conducted by Qualified Paleontologist and Recommendations Implemented*) is incorporated into the project to reduce potential impacts to a less than significant level.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR to cultural or paleontological resources. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to cultural, archeological or paleontological resources.

VII. Tribal Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as 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 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)?	n/a	No	No	No	n/a

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 Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.	n/a	No	No	No	n/a
---	-----	----	----	----	-----

Discussion: In addition to archeological resources described in Section V, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe. This section was added to the CEQA Guidelines after the publication of the prior environmental document to which this Addendum is attached. While the original WRSP EIR addressed cultural resources, no Tribal Cultural Resources were identified and the City of Roseville as CEQA Lead Agency is not aware of any Tribal Cultural Resources associated with project site. Furthermore, because the project qualifies for a CEQA Addendum, AB 52 Tribal Cultural Resource consultation is not required (however SB 18 noticing was conducted with tribes which had requested such notice, and no requests for consultation were received). Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to Tribal Cultural Resources.

VIII. Geology and Soils

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	WRSP EIR, 4.6-17 to 23	No	No	No	WRSP EIR, 4.6-17 to 23

ADDENDUM TO WEST ROSEVILLE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

July 10, 2017

Village Center and Oakmont DRP Projects – 2300, 2350 & 2400 Pleasant Grove Boulevard; File #PL17-0058 & PL17-0124

Page **21** of **48**

i) Ruptures 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.)	WRSP EIR, 4.6-17 to 18	No	No	No	N/A
ii) Strong seismic ground shaking?	WRSP EIR, 4.6-6; 4.6-17	No	No	No	N/A
iii) Seismic-related ground failure, including liquefaction?	WRSP EIR, 4.6-6; 4.6-17	No	No	No	N/A
iv) Landslides?	WRSP EIR, 4.6-4; 4.6-17	No	No	No	N/A
b) Result in substantial soil erosion or the loss of topsoil?	WRSP EIR, 4.6-19 to 23	No	No	No	WRSP EIR, 4.6-19
c) Be located in a geological 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?	WRSP EIR, 4.6-14 to 22	No	No	No	WRSP EIR, 4.6-17 to 18
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	WRSP EIR, 4.6-18 to 19	No	No	No	WRSP EIR, 4.6-18 to 19
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	N/A	No	No	No	N/A

Discussion: The project is not expected to expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides. The project site is located in Roseville, which is in Placer County. The California Department of Mines and Geology classifies the South Placer area as a low severity earthquake zone. No active faults are known to exist within the County. The project site is considered to have low seismic risk with respect to faulting, ground shaking, seismically related ground failure and liquefaction. Because the risk associated with rupture of a known earthquake fault or seismic related ground failure to new structures is low, the impact is less than significant.

Landslides typically occur where soils on steep slopes become saturated or where natural or manmade conditions have taken away supporting structures and vegetation. The project site has been rough graded and the site in its existing and proposed condition is flat; therefore, there are not conditions that would present a hazard during development or upon completion of the project.

Grading activities will result in the disruption, displacement, compaction, and over covering of soils associated with site preparation (grading and trenching for utilities). Grading activities for the project will be limited to the project site. Grading activities require a grading permit from the Engineering Division of the Public Works Department. The grading permit will be reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control, and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans.

Soils on the site have a high shrink-swell potential. A soils report is required with the submittal of the improvement plans. The City of Roseville Building Department will review construction plans before a building permit is issued and the Engineering Division will review and approve all rough grading plans to ensure that all grading and structures would withstand shrink-swell potentials and earthquake activity in this area.

A General Plan Policy requires that new homes connect to the City's sanitary sewer system. The City's Environmental Utilities Department has reviewed the project and determined that City's sanitary sewer system can accommodate the project. No septic tanks will be permitted as part of the project. Therefore, no impact to soils relative to supporting use of septic tanks would occur.

Impacts to the geology and soils on site are considered to be less than significant.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR related to geologic conditions. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *"none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred"* relative to geology and soils.

IX. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	WRSP EIR, 4.9-29 to 30; 4.9-35 to 36	No	No	No	MM 4.9-3; MMP, 45
b) Create a significant hazard to the public or the environment though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	WRSP EIR, 4.9-7 to 14; 4.9-22 to 25; 4.9-27 to 29; 4.9-35 to 37	No	No	No	N/A
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within on-quarter mile of an existing or proposed school?	WRSP EIR, 4.9-36 to 38	No	No	No	MMP, 45
d) Be located on a site which 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?	WRSP EIR, 4.9-22 to 39	No	No	No	MM 4.9-1 to 2; MMP 44-45
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	n/a; WRSP EIR, 4.3-26	No	No	No	N/A
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?	n/a; WRSP EIR, 4.3-26	No	No	No	n/a

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	WRSP EIR, 4.9-14; 4.9-20 to 21	No	No	No	MM 4.10-3, MMP, 44
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?	WRSP EIR, 4.10-13 to 15	No	No	No	N/A

Discussion: Past use of the site for agricultural purposes could have involved the use of pesticides and/or herbicides. While the risk is low, there nonetheless could be contamination on site. Implementation of WRSP FEIR MM 4.9-1 (*Identify and Remediate Soil Contamination*) would reduce the risk of exposure to the site to a less than significant level by ensuring the soil is properly managed.

Additional households and commercial uses on the site could increase the risk of improper disposal of hazardous materials. Hazardous waste impacts, however, are less than significant due to the implementation of existing regulations that oversee the use and disposal of hazardous materials, according to the FEIR. Based on this information, potential impacts associated with hazardous materials are expected to be less than significant.

The project is not located within an airport land use plan area; no airports are located within two miles of the project site; and the project site is not located within the vicinity of a private airstrip. There are no flight height and safety or noise contour areas within the project area. The project site is located within an area that is subject to overflight activity associated with McClellan Airfield located approximately seven miles southwesterly of the site in Sacramento County, as well as Sacramento International and Lincoln Airports. Planes under 3,000 feet may occasionally fly over the project area.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR regarding hazardous materials. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred” relative to hazards and hazardous materials.

X. Hydrology and Water Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Violate any water quality standards or waste discharge requirements?	WRSP EIR, 4.12-27 to 59; 4.12-47 to 48	No	No	No	n/a
b) 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 (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	WRSP EIR, 4.12-48 to 58	No	No	No	MM 4.12-2; MMP 55
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 which would result in substantial erosion or siltation on or off-site?	WRSP EIR, 4.12-31 to 36; 4.12-24 to 25; 4.12-42 to 43	No	No	No	MM 4.12-1
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 which would result in flooding on or off-site?	WRSP EIR, 4.12-32 to 39	No	No	No	MM 4.12-1; MMP, 54
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?	WRSP EIR, 4.12-6 to 10; 4.12-27 to 30	No	No	No	MM 4.12-2 to 3; MMP, 55

f) Otherwise substantially degrade water quality?	WRSP EIR, 4.12-10 to 13; 4.12-17 to 31	No	No	No	n/a
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?	WRSP EIR, 4.12-39 to 42	No	No	No	n/a
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	WRSP EIR, 4.12-27 to 59	No	No	No	n/a
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?	WRSP EIR, 4.12-39 to 42	No	No	No	n/a
j) Inundation by seiche, tsunami, or mudflow?	WRSP EIR, 4.12-27 to 59	No	No	No	n/a

Discussion: The proposed project will result in over-covering of soils with impervious surfaces such as asphalt paving and residential structures. This will result in a reduced rate of absorption of surface water runoff and will increase water being directed into the City's drainage system. The City evaluated the potential impacts related to increased runoff in the FEIR, which assumed full build-out of the site and other properties in the City and evaluated downstream flooding impacts resulting from increased surface water runoff. The FEIR found that, with the implementation of City standards and programs, the potential flooding impacts would be less than significant. No development will occur within the 100-year flood hazard area (regulatory floodplain). The City standards will include requirements for a drainage system designed in accordance with City standards that will adequately handle on-site drainage associated with the development of the property. The proposed project will be subject to the adopted City standards and programs. The project would be required to pay its fair share of fees toward the Roseville Regional Stormwater Retention Facility.

The project is subject to the Clean Water Act with regards to the discharge of pollutant into waters of the US. Should it be determined the project will result in direct discharges into surface waters, the developer will be required to obtain a National Pollutant Discharge Elimination System (NPDES) permit. As a condition of approval, all drainage will be collected through an on-site storm drain system and directed to the City's storm drain system. Prior to discharge from the site, the storm water shall be treated with appropriate storm water pollution treatment device(s) as required by the City's Stormwater Quality Design Manual.

The proposed project does not include any grading activities that will have an effect upon groundwater flow or quantities. Prior to the approval of the Improvement Plans, the developer shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the

Regional Water Quality Control Board, to ensure that the project will not result in the release of materials that will adversely affect groundwater. Based on the above information, the impacts associated with water quality are less than significant.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR related to hydrology and water quality. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to hydrology and water quality.

XI. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	WRSP EIR, 4.1-20 to 52	No	No	No	n/a
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	WRSP EIR, 4.1-29 to 59	No	No	No	MM 4.1-1 to 3; MMP 4-5
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	WRSP EIR, 4.7-23; 4.7-28 to 31; 4.7-62 to 75	No	No	No	n/a

Discussion: The property is currently designated with a mix of land use designations. The existing and proposed designations are shown in the table below.

Table 3: Existing and Proposed Zoning and Land Use

Existing				Proposed			
	Zoning	Land Use	Acreage		Zoning	Land Use	Acreage
W-32	CC/SA-WR	CC/VC	6.91	W-32	CC/SA-WR	CC/VC	3.31
W-33	CC/SA-WR	CC/VC	6.9	W-33	CC/SA-WR	CC/VC	3.1
W-54	P/R	PR/VC	3.81	W-54	P/R	PR/VC	3.71
				W-28	RS/DS	MDR/VC	3.8
				W-29	RS/DS	MDR/VC	3.8
ROW			0.74	ROW			0.64
Total			18.36				18.36

Approval of the requested projects would reduce the commercial uses in the Village Center from 13.81 acres to 6.41 acres. It would also replace the residential uses permitted on the CC properties from 40 HDR units to 56 MDR units and relocate them to proposed parcels W-28 and W-29 from W-32 and W-33. Concerns were raised by the neighborhood regarding the loss of commercial uses. However, this would not constitute a significant environmental impact. In fact, according to market analysis, reducing the size of the commercial will more likely result in commercial being built on the site in the near term. Commercial services could include coffee shop, restaurant, dry cleaning, day care or other neighborhood serving uses.

The Village Center Project also modifies the permitted use types to include Community Care Facilities on Parcel W-32 only. Community Care Facilities are included as a permitted use in the CC zoning designation in the City's Zoning Ordinance and is considered a conditionally compatible use in the general plan with the adjacent medium density residential uses and park and recreation uses, and a compatible use with the P/QP (church) use across the street. The Oakmont design review permit (DRP) specifically introduces a community care facility that would provide 60 assisted living units and 27 memory care units for elderly residents. The Village Center was intended to have a greater intensity of uses surrounded by medium and high density uses. The Oakmont Community Care Facility has both residential and commercial functions, both of which can fit into this environment. Though the DRP, staff evaluates the facility to ensure that the project has appropriate setbacks, screening, landscaping, lighting, building massing, and building architecture to fit in with the surrounding community. These requirements are outlined in the WRSP and the City's Community Design Guidelines.

The park parcel W-54 would reduce in size from 3.81 acres to 3.71 acres. Even though there is a slight net increase in number of units (16 units), the proposed project decreases the intensity of uses from what was envisioned in the WRSP. Parcel W-33 has a zoning and land use designation of CC consistent with the original specific plan and is anticipated to provide the community with some remaining retail and neighborhood serving uses. The proposed amendments to the Specific Plan, the General Plan and Zoning designations with a mix of uses that are compatible with the other uses envisioned in the WRSP. With the General Plan and Zoning changes, the project would be consistent.

The FEIR found that there could be potential incompatibility of internal land uses, especially as the project builds out. Future construction within phases of the project would involve substantial noise, truck trips and dust over a period of several years. Such activities could affect existing uses. However, the original EIR anticipated high density residential mixed uses, with a larger component of large floor plate commercial uses. The original zoning could have allowed large delivery trucks, and commercial uses with loud HVAC systems which would have been an impact on the existing residential homes. By reducing the commercial to more neighborhood, small scale uses, will reduce the potential for incompatible uses. The project would be required to comply with the City's noise and grading ordinances. Further, the project would implement MM 4.5-1 (*Construction Noise Reduction*), MM 4.5-3 (*Commercial Noise Controls*) to reduce impacts to a less than significant level.

Based on the above information, the potential land use impacts associated with the proposed project are considered less than significant.

The project will not divide an existing community and there are no Habitat Conservation Plans or Natural Community Conservation Plans covering the project site. The land use and planning impacts that would occur in association with the proposed project are less than significant.

The project is outside the Community Noise Equivalent Level (CNEL) and the safety hazards area for any airport. However, the area may be subject to frequent large aircraft overflight flying under 3,000 feet. Overflights may be annoying to future residents and other sensitive uses. A requirement that future residents will be notified of the potential noise issue related to overflights of aircraft will be included as part of the Project's proposed Development Agreement Amendment.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR relative to land use. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*" relative to land use and planning.

XII. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
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?	WRSP EIR, 4.6-1; 4.6-11 to 12	No	No	No	n/a; WRSP EIR, 4.6-1
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?	WRSP EIR, 4.6-1; 4.6-11 to 12	No	No	No	n/a; WRSP EIR, 4.6-1
Discussion: As the FEIR explained, the project site is not known to include any mineral resources that would be of local, regional, or statewide importance. Therefore, the project is not considered to have any impacts on mineral resources. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that <i>“none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred”</i> relative to mineral resources.					

XIII. Noise

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Exposer 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?	WRSP EIR, 4.5-17 to 45; 4.5-7	No	No	No	MM 4.5-10; MMP 22n/a
b) Exposure of persons to or generation of excessive ground borne vibration of ground borne noise levels?	WRSP EIR, 4.5-41 to 42	No	No	No	n/a
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	WRSP EIR, 4.5-22 to 41	No	No	No	MM 4.5-3 to 8, 4.5-10; MMP, 19-22
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	WRSP EIR, 4.5-20 to 21	No	No	No	MM 4.5-1 to 2; MMP 17-18
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	n/a; WRSP EIR, 4.3-26	No	No	No	n/a
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	n/a; WRSP EIR, 4.3-26	No	No	No	n/a
Discussion: The proposed project is not expected to result in any noise impacts that were not adequately covered in the FEIR. The proposed project reduces the intensity of the site by reducing the amount of commercial, which results in less traffic to the site which in turn would assume noise would not be increased (and may be reduced) as a result of this project. jc brennan & associates prepared a noise study memo to address the proposed changes in land use and zoning. The technical memo indicated that the proposed changes would result in a net reduction of					

2,333 external vehicle trips (from Fehr & Peers traffic analysis *WRSP External Trip Generation Comparison – 2035 with Existing vs. Proposed Zoning*) which results in reduced daily traffic volumes on roadways near the Village Center site. This equates to a slight reduction in traffic noise by 0.1 dBA.

The community care facility is a new permitted use for Parcel W-32 that would be allowed by the Rezone and Specific Plan Amendment. As these types of facilities typically have more calls for service than other uses, the noise study addressed single noise events related to emergency response sirens. The technical memo indicated that the operator of this facility, which owns and operates another facility in Roseville at 1101 Secret Ravine Parkway, works with local emergency response teams to limit siren noise either through communication of the urgency of the call. The City's Fire Department has confirmed that they will work with these types of facilities on minimizing siren use, when appropriate, and the captain of each fire engine has the discretion to decelerate the code of the call from a code 3 (siren) to code 2 (no siren) especially for calls that take place at night. The noise technical memo indicates that this practice would allow for siren noise to be reduced, and when used, siren noise would be brief. While siren noise is exempt from the City's noise ordinance, emergency siren noise at this location is predicted to meet City of Roseville standards and no additional measures are required.

In addition, the proposed changes to the park would result in more compatible uses with the existing neighborhood, that are expected to result in less potential for noise generating uses, than would have been associated with a urban commercial center plaza type park that was originally planned. The vision for the original park would have had planned activities by a business association such as concerts etc. While farmers markets or homeowner association events may still occur, it is not anticipated to have a significant noise impact above what was previously identified in the EIR.

The proposed project site is not located within an airport land use plan area. Nor is it located within two miles of an airport or within the vicinity of a private airstrip. However, the project site is subject to over-flight activity from McClellan Airfield, Sacramento International Airport, and Lincoln Airport. While no noise standards would be exceeded by over flight of aircraft, future residents may be annoyed by what is referred to as single event noise, by the sound of low aircraft, particularly at night. This is considered a less than significant impact. As a requirement of the existing Development Agreement, future residents will be notified about potential for aircraft overflight.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR related to noise. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to noise.

XIV. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, though extension of roads or other infrastructure)?	WRSP EIR, 4.2-5 to 6; 4.2-20 to 21	No	No	No	n/a; WRSP EIR, 4.2-20
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	WRSP EIR, 4.2-5 to 6; 4.2-12 to 22	No	No	No	MM 4.2-2; MMP 5
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	WRSP EIR, 4.2-5 to 6; 4.2-12 to 22	No	No	No	n/a

Discussion: The project will result in a slight increase in the number of residential housing units in the WRSP, with a net increase of 16 residential units (40 HDR units allowed in the existing plan in comparison to 56 MDR that would replace this allocation). Based on 2.61 persons per household this would increase the WRSP population by 42 people. This is not considered significant. Additionally, since the commercial portion of the project is being reduced from 13.81 to 6.41 acres the number of employees within the plan area is expected to be reduced by 276 employees. The Oakmont project is expected to have 60 employees. Given the size of the overall plan area, this is also not considered to be significant.

The proposed project would not result in a significant change in the jobs/housing balance in the City of Roseville. No existing buildings or residents are present on the project site; therefore, no residences or communities would be displaced.

Consistent with the City's General Plan policies, the plan area contributes ten percent of all housing constructed at an affordable level. While the proposed project adds 16 units to the total units approved for these sites in the WRSP, they do not result in an increase in the overall unit total approved for the Westpark portion of the specific plan, and therefore there is no requirement for this project to provide additional affordable housing units within the plan area. The project is located on undeveloped property and will not displace affordable housing.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR related to population and housing. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to population and housing.

XV. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, 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 the public services:					
a) Fire protection?	WRSP EIR, 4.10-11 to 15	No	No	No	MM 4.10-3 to 6; MMP, 47-48
b) Police protection?	WRSP EIR, 4.10-4 to 6	No	No	No	MM 4.10-1 to 2; MMP, 46-47
c) Schools?	WRSP EIR, 4.10-21 to 27	No	No	No	MM 4.10-7 to 8; MMP 48
d) Parks?	WRSP EIR, 4.10-30 to 37	No	No	No	MM 4.10-7 to 8; MMP 48
e) Other public facilities?	WRSP EIR, 4.10-28 to 30	No	No	No	MM 4.10-9 to 10; MMP 49
Discussion: The project will result in a slight increase in the number of residential housing units in the WRSP, with a net increase of 16 residential units over what is currently anticipated in the General Plan. This is not considered significant.					

The Police Department has determined that the proposed changes will not affect service to the area, consistent with the analysis in the FEIR.

Fire Station #9 within the West Plan recently opened on May 18, 2013. This Fire Station located east of the project area would provide adequate service to the area. The Fire Department has reviewed the project and determined that it will be able to adequately serve the project consistent with the analysis in the FEIR.

The project area is within the Roseville Joint Union High School District and the Roseville City School District. The FEIR identified impacts to schools as less than significant. With a district of 9,000 students, the addition of 16 additional residential units and associated students would be less than significant.

The project will pay school fees to each school district within its boundaries to mitigate any impacts. Under state law, such payments are deemed to constitute “*full and complete mitigation*” of impacts to school facilities. (Gov. Code, § 65995, subd. (h).)

The WRSP EIR addressed parks and recreation impacts in a combined analysis. Therefore, the parks component of this public services section of the Addendum is addressed in Section XV “Recreation” directly below to align with the environmental analysis conducted in the original EIR.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR to public services. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to public services.

XVI. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other	WRSP EIR, 4.10-30 to 37	No	No	No	n/a; WRSP EIR, 4.10-35

recreational facilities such that physical deterioration of the facility would occur or be accelerated?					
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	WRSP EIR, 4.10-35 to 37	No	No	No	n/a

Discussion: As identified in the FEIR, the project would have a less than significant impact on parks and recreation facilities.

The General Plan contains a policy requiring nine acres of parkland per every 1000 residents. The addition of 16 new residential units (56 MDR proposed minus 40 HDR currently approved) and 60 active adults from the Oakmont provides creates an increase over the original allocation generating a parkland dedication requirement of 0.52 acres of Citywide, neighborhood and open space park uses. Based on the original parkland dedication, which provided parkland above the City's requirements, the additional units proposed in the rezone do not require additional park acreage. Additionally, the units will pay neighborhood and Citywide park fees at issuance of a building permit and the assisted living units within the Oakmont project will pay citywide park fees. As part of the negotiation of the amendment to the Development Agreement, the Village Center Project will pay the Citywide and Neighborhood park fees in a lump sum at the time of the issuance of the first building permit. The Oakmont Project will also pay the negotiated Citywide park fee at the time of building permit issuance. In addition to the moving up of the payment of these park fees the Development Agreement Amendment will also earmark the General Fund Fee and Public Benefit Fee from the Village Center Project to go toward construction of the Village Green Park. With the payment of park fees, the construction of W-54 will be accelerated. The potential impact to recreation services is considered less than significant.

The reconfiguration of the park site from 3.81 acres to 3.71 acres results in a nominal reduction of park acreage. Due to the insignificance of the reduction and because the WRSP has an overall plan-wide surplus of parkland the potential impact to recreation services is less than significant and does not create any additional impacts not considered in the WRSP FEIR.

The park site is being reconfigured from a square shaped "urban" plaza to a rectangle shape that will extend through the entire project site. This proposed geographic change will provide greater access to the proposed park and make it more accessible to the existing neighborhood. In addition, it will not only maintain, but will increase the view corridor to the existing St. John's Church. Many of the citywide amenities may remain with the reconfiguration including the ability for gathering space for planned activities, and play equipment. A community meeting was held June 20, 2017 to gather feedback on the types of amenities the park should include in the future. It is anticipated that park construction could occur in approximately one-two years, depending on funding.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the WRSP FEIR relative to parks and recreation. Thus,

pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*” relative to parks and recreation.

XVII. Transportation/Traffic

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
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?	WRSP EIR, 4.3-51 to 74	No	No	No	MM 4.3-1 to 4; MMP, 6-10
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?	WRSP EIR, 4.3-32 to 87	No	No	No	MM 4.3-1 to 4; MMP, 6-10
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?	n/a; WRSP EIR, 4.3-1	No	No	No	MM 4.3-1 to 4; MMP, 6-10
d) Substantially increase hazards due to a design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	WRSP EIR, 4.3-33	No	No	No	MM 4.3-1 to 4; MMP, 6-10

Discussion: A traffic study was prepared for the project by Fehr & Peers. As indicated by the tables below, the proposed project has a net reduction in trips. Trip generation for the existing project was compared to trip generation under the following scenarios. In all scenarios trip generation of the proposed project was less than the existing approved project.

- Table 1: Trip Generation Comparison - Existing vs. Proposed Zoning (W-32 as retail instead of Oakmont Project),
- Table 2: Trip Generation Comparison - Existing vs. Proposed Zoning (W-32 with Oakmont Project), and
- Table 3: WRSP External Trip Generation Comparison – 2035 with Existing vs. Proposed Zoning

Land Use	Amount	Trip Rate ¹			Trips		
		AM Peak Hour	PM Peak Hour	Daily	AM Peak Hour	PM Peak Hour	Daily
<i>Existing Zoning</i>							
Retail	251 ksf	0.72	2.67	35	181	670	8,785
Multi-Family Residential	40 du's	0.49	0.58	6.5	20	23	260
Park	3.85 acres	0.04	0.17	2.2	1	1	8
Total					202	694	9,053
<i>Proposed Zoning</i>							
Retail	83.1 ksf	0.72	2.67	35	60	222	2,909
Single-Family Residential	56 du's	0.67	0.78	9.0	38	44	504
Park	3.4 acres	0.04	0.17	2.2	1	1	8
Total					99	267	3,421
Difference					-103	-427	-5,632

Notes:

1. Daily and PM peak hour trip rates from the City of Roseville travel demand model. AM peak hour rate estimated by calculating the difference in trip rates from the City's model (for PM peak hour and daily) versus the *Trip Generation Manual* (ITE, 2012) and applying this factor to ITE's AM peak hour rate.
ksf = thousand square feet. du's = dwelling units.
Source: Fehr & Peers, 2017.

Table 2
Trip Generation Comparison – Existing vs. Proposed Zoning (with Senior Living Facility)

Land Use	Amount	Trip Rate ¹			Trips		
		AM Peak Hour	PM Peak Hour	Daily	AM Peak Hour	PM Peak Hour	Daily
Existing Zoning							
Retail	251 ksf	0.72	2.67	35	181	670	8,785
Multi-Family Residential	40 du's	0.49	0.58	6.5	20	23	260
Park	3.85 acres	0.04	0.17	2.2	1	1	8
Total					202	694	9,053
Proposed Zoning							
Retail	40.6 ksf	0.72	2.67	35	29	108	1,421
Single-Family Residential	56 du's	0.67	0.78	9.0	38	44	504
Park	3.4 acres	0.04	0.17	2.2	1	1	8
Senior Assisted Living Facility	88.5 ksf ²	0.31	0.42	5	27	37	443
Total					95	190	2,376
Difference					-107	-504	-6,677

Notes:

- Daily and PM peak hour trip rates from the City of Roseville travel demand model. AM peak hour rate estimated by calculating the difference in trip rates from the City's model (for PM peak hour and daily) versus the *Trip Generation Manual* (ITE, 2012) and applying this factor to ITE's AM peak hour rate.
 - Square footage per project applicant, which corresponds to a 63% floor-to-area ratio. Resulting trip generation totals are very comparable to estimates from ITE's Assisted Living land use code.
- ksf = thousand square feet. du's = dwelling units.
Source: Fehr & Peers, 2017.

Table 3
WRSP External Trip Generation Comparison – 2035 With Existing vs. Proposed Zoning

Scenario	PM Peak Hour ¹	Daily ¹
----------	---------------------------	--------------------

	Gross Trips	Internal Trips	External Trips	Gross Trips	Internal Trips	External Trips
2035 with Existing Zoning	11,160	2,930	8,230	132,757	30,307	102,450
2035 with Proposed Zoning	10,822	2,760	8,062	128,289	28,172	100,117
Difference	-338	-170	-168	-4,468	-2,135	-2,333

Notes:

1. Source: City of Roseville travel demand model output.

While on-street parking has been an issue raised at the community meetings, parking is not considered an environmental impact, however the Project will be required to meet the City's requirements for parking. A discussion of the issue will be had in more detail in the staff report.

The analysis prepared by Fehr & Peers (2017) found that the proposed rezoning would cause the Average Daily Trips on Pleasant Grove Boulevard west of Fiddymont Road to decrease from 34,200 to 33,600. Similarly, the proposed rezoning would cause the PM peak hour volume on this segment to decrease from 2,750 to 2,690 vehicles. Similar decreases occur on other roadway segments. Given these findings, Fehr & Peers determined that it was not necessary to study any off-site intersections that could potentially be affected by the land use change.

The proposed project would result in a net reduction in traffic, by approximately 5,632 trips, 6,677 trips and 2,333 trips in the various scenarios illustrated in the tables above. This would result in fewer impacts than identified in the original WRSP FEIR. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "*none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred*" relative to transportation/traffic.

XVIII. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	WRSP EIR, 4.11-74 to 75	No	No	No	MM 4.11-5 to 6; MMP, 51
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?	WRSP EIR, 4.11-6; 4.11-13; 4.11-30; 4.11-38 to 45; 4.11-66 to 74	No	No	No	MM 4.11-3 to 4; MMP, 50
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	WRSP EIR, 4.12-6 to 8; 4.12-24 to 30	No	No	No	MM 4.11-5 to 6; MMP, 51
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	WRSP EIR, 4.11-2 to 12; 4.11-17 to 38; 4.12-30 to 31; 4.12-48 to 59; 5-77 to 85; 5-100 to 105	No	No	No	MM 4.11-1 to 2; MMP, 49-50
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	WRSP EIR, 4.11-48 to 52; 4.11-57 to 75	No	No	No	MM 4.11-3 to 4; MMP, 50
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	WRSP EIR, 4.11-81 to 87	No	No	No	MM 4.11-7 to 12; MMP, 52-53
g) Comply with federal, state, and local statutes and regulations related to solid waste?	WRSP EIR, 4.11-76 to 88	No	No	No	MM 4.11-7 to 12; MMP, 52-53

Discussion:

Several technical memorandums were prepared by MacKay and Soms, consulting engineers, to determine water, recycled water, wastewater and solid waste demands for the proposed project. The studies prepared are as follows:

Water (dated 03/08/17)

Demand Type	Average Total Demand	Maximum Day Demand
	Gallons per day	Gallons per day
Existing Land Use	53,090	106,180
Proposed Land Use	50,764	101,528

The potable water demands associated with the proposed land use plan are less than the respective demands associated with the existing land use plan. The potable water infrastructure in place to serve the WestPark Village Center would not be required to be modified to serve the proposed land use plan.

Recycled Water (dated 04/06/17)

Land Use Plan	Average Day Demand	Peak Day Demand
Existing	23,247	59,514
Proposed	16,054	41,099

Since recycled water demands are less in the proposed land use than the existing approved land use, no recycled water infrastructure needs to be upsized to accommodate this change in land use. Therefore the recycled water infrastructure planned for the development and surrounding areas will be more than sufficient to support the project.

Wastewater (dated 05/09/17)

Demand Type	Average Total Flow	Peak Wet Weather Flow	Minimum Pipe Diameter
	Gallons per day	MGD	inches

Existing Land Use	31,763	0.22	6
Proposed Land Use	20,759	0.15	6

The sanitary sewer flows associated with the proposed land use plan are less than the respective flows associated with the existing land use plan. The sanitary sewer infrastructure in place to serve the WestPark Village Center would not be required to be modified in order to serve the proposed land use plan.

Solid Waste

	Residential Generation (Tons/Yr)	Commercial Generation (Tons/Yr)	Total Generation (Tons/Yr)
Existing Land Use	50	329	379
Proposed (with Oakmont)	121	236	357
Difference			22 less with proposed project

The projected solid waste generation for the proposed project is less than the existing project and therefore impacts would be less.

In summary for the overall utility demands, the proposed project would result in less water use than identified in the WRSP FEIR and the approved Water Supply Assessment as well as less demand for recycled water, wastewater and solid waste.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts to utilities not previously identified in the WRSP FEIR. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *“none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred”* relative to utilities and service systems.

XIX. Mandatory Findings of Significance

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
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, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?	WRSP EIR, 3-1 to 5; 4-3 and throughout EIR	No	No	No	MMP, 1-57
b) Does the project have impacts which 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.)	WRSP EIR, 5-1 to 105	No	No	No	WRSP EIR, 5-1 to 105
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	WRSP EIR, 3-1 to 5; 4-3 and throughout EIR	No	No	No	MMP, 1-57
Discussion: The FEIR determined there would be significant impacts from potential incompatibility of internal land uses, inducement of substantial population growth, increased traffic on Roseville, State highways, Placer County, Rocklin, Sacramento County roadways, increased emissions from construction and operations. In addition, the FEIR identified cumulative traffic impacts to Roseville and Placer County, increased emissions for construction and operations, noise impacts, increased demand for water, water treatment, recycled water, solid waste, stormwater runoff, and visual character.					

Buildout of the project is substantially consistent with the development assumptions in the FEIR; therefore, the proposed project would not substantially increase the severity of the identified significant cumulative impacts. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that *“none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred”* relative to the mandatory findings of significance.

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the West Roseville Specific Plan Environmental Impact Report (SCH # 2002082057, adopted February 4, 2004), the Lead Agency makes the following findings:

[X] No substantial changes are proposed in the project which would require major revisions of the previous EIR or Mitigated Negative Declaration.

[X] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[X] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete or the Mitigated Negative Declaration was adopted.

[X] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

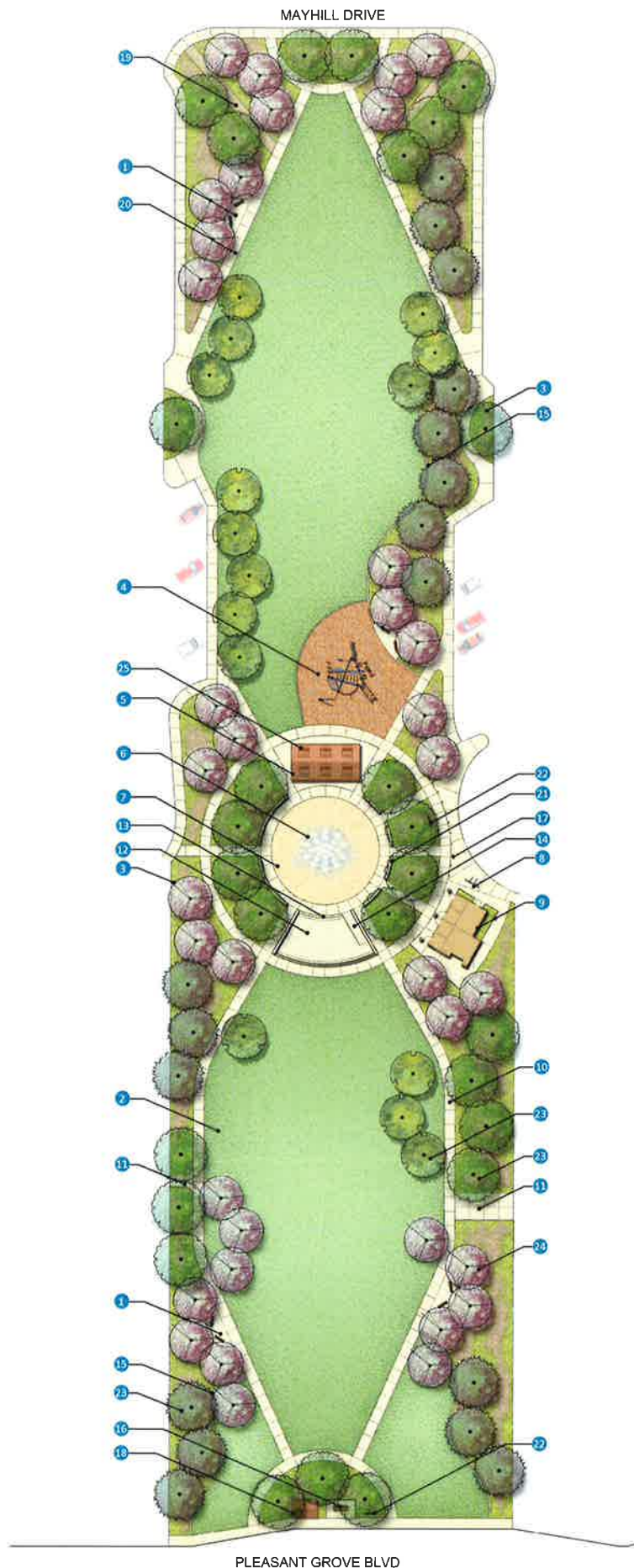
Addendum Prepared by:

Tricia Stewart, Senior Planner
City of Roseville, Development Services–Planning Division

Attachments:

1. Environmental Document on which this Addendum relies: West Roseville Specific Plan Final Environmental Impact Report (this document can be found online at: http://www.roseville.ca.us/gov/development_services/planning/specific_plans_n_planning_areas/west_roseville_specific_plan.asp)
2. Tentative Parcel Map
3. Rezone Exhibit
4. General Plan Amendment & Specific Plan Amendment Exhibit and Redlines
5. Tentative Subdivision Map for Parcel W-28
6. Tentative Subdivision Map for Parcel W-29
7. Village Green Park parcel W-54 Proposed Conceptual Plan
8. Village Green Park parcel W-54 Existing Conceptual Plan
9. Oakmont Site Plan
10. Oakmont Elevations
11. Oakmont Elevation Details
12. Oakmont Grading Plan
13. Oakmont Utility Plan
14. Oakmont Landscape Plan
15. Oakmont Landscape Details
16. Traffic Memo
17. Water Demand Technical Memo
18. Recycled Water Demand Technical Memo
19. Wastewater Demand Technical Memo

20. Solid Waste Calculations



LEGEND:

- 1 BENCH SEATING, TYP.
- 2 OPEN TURF AREA, TYP.
- 3 PLANTING AREA, TYP.
- 4 2-12 YR. OLD CHILDRENS' PLAY AREA
- 5 COVERED PICNIC AREA
- 6 AQUATIC PLAY SPLASH PAD
- 7 PLAZA WITH ENHANCED CONCRETE PAVING
- 8 BICYCLE PARKING
- 9 COMFORT STATION WITH RESTROOM AND SHOWER
- 10 CONCRETE PERIMETER WALKWAY
- 11 PEDESTRIAN CONNECTION, TYP.
- 12 RAISED CONCRETE STAGE (+11')
- 13 STEPS, TYP.
- 14 WALKWAY ACCESS TO RAISED CONCRETE STAGE
- 15 MOW CURB, TYP.
- 16 BUS STOP ROCKER / SWING
- 17 BOLLARDS
- 18 BUS SHELTER
- 19 DECOMPOSED GRANITE PAVING, TYP.
- 20 CONCRETE PAVING, TYP.
- 21 CONCRETE SEAT WALL, TYP.
- 22 MONUMENT SIGN
- 23 SHADE TREE, TYP.
- 24 FLOWERING ACCENT TREE, TYP.
- 25 PICNIC TABLE, TYP.



COUNCIL COMMUNICATION

CC #: 8976

File #: 0704 & 0705

Title: After School Education and Safety Program - Memorandum of Understanding Amendment

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

Meeting Date: 1/10/2018

Item #: 6.7.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

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

The previous MOU was executed on September 20, 2017. During a recent audit review process conducted by the California Department of Education, it was recommended to include specific financial language within the existing MOU. As a result, both parties have agreed to amend the Agreement to include a total cap of City reimbursement at \$235,700.00.

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

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

FISCAL IMPACT

The total state funding available to the RCSD is \$240,000.00. The RCSD allocated \$4,300.00 of the funding to offset facility maintenance and grant administration with balance of \$235,700.00 available to offset City expense to operate the program. The City's reimbursement offsets approximately 60% of the total budget to provide the program at both locations. The balance is funded within the Youth Development Fund. As a result, there is no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rob Nakamura, Recreation Superintendent

Dion Louthan, Director, Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-06

ASES Amended Agreement

RESOLUTION NO. 18-06

APPROVING A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT
REGARDING THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a First Amendment to Memorandum of Understanding between the City of Roseville and The Roseville City School District Regarding the After School Education and Safety Program, has been reviewed by the City Council;

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND
THE ROSEVILLE CITY SCHOOL DISTRICT REGARDING
THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM**

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 Roseville City School District, an elementary school district ("DISTRICT"); and

W I T N E S S E T H:

WHEREAS, CITY and DISTRICT previously entered into a Memorandum of Understanding dated September 20, 2017 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to include a total cap on After School Education and Safety (ASES) Program grant funding from DISTRICT to CITY.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1(g) of the Agreement is amended to read as follows:

"Submit invoices to the DISTRICT for CITY incurred ASES program costs, such as resources and supplies, four times a year, no later than October 30, December 31, March 31 and June 30. Provided, however, that the amount of the invoices cannot exceed the amount of grant funding received by the DISTRICT each year. In no event shall compensation to CITY

exceed two hundred thirty five thousand seven hundred dollars (\$235,700) for the services provided by CITY pursuant to this 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 DISTRICT has caused this First Amendment to 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

ROSEVILLE CITY SCHOOL DISTRICT,
an elementary school district

BY: _____
its: Asst. Supt., Business Services

and
BY: _____
its: Dir. Ed. Service

APPROVED AS TO SUBSTANCE:

BY:

A handwritten signature in blue ink, appearing to read 'Dion Louthan', is written over a horizontal line.

DION LOUTHAN

Parks, Recreation and Libraries Director



COUNCIL COMMUNICATION

CC #: 8991

File #: 0214

Title: California State of Good Repair Funds for Transit Fleet Preventive Maintenance

Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 1/10/2018

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager or his designee to submit a request for scheduled allocation of \$159,896 in SB-1 State of Good Repair (SGR) grant funds to use in the regularly scheduled preventive maintenance of 14 Roseville Transit Local Fixed Route buses.

BACKGROUND

Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, was signed into law in April 2017. The legislation was passed to address the budget shortfall for maintenance of existing infrastructure within the state. As part of the legislation, the SGR program was established to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair.

In Roseville, SGR funds are allocated by the Placer County Transportation Planning Agency on a fair share basis based upon population and transit operator revenue. Roseville's share in Fiscal Year 2017/18 is \$159,896.

Among the types of eligible projects is the maintenance of transit fleet vehicles. Therefore, these funds are suitable for use on the regularly scheduled preventive maintenance of 14 Roseville Transit Local Fixed Route buses.

As part of the legislation, the City is required to submit a proposed project list to Caltrans by Council resolution on an annual basis. This requirement must be satisfied by January 31, 2018 for the initial FY2017/18 allocation, and by September 1st for each fiscal year, thereafter.

FISCAL IMPACT

California State of Good Repair (SGR) funds will cover a portion of the total cost for the maintenance of 14 Roseville Transit Local Fixed Route buses in FY2017/18. The current budget for this activity is \$285,420. State of Good Repair funds will cover \$159,896 of the cost, with the

remainder of \$125,524 paid from the local Transit Fund. No General Fund money will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, SGR funds committed to this project will provide funding support for 1.74 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 preventive maintenance of Roseville Transit Local Fixed Route buses does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-23

SB1 State of Good Repair Project List

SB1 SGR Certifications & Assurances

SB1 SGR Authorized Agent Form

RESOLUTION NO. 18-23

APPROVING THE SB1 STATE OF GOOD REPAIR PROJECT LIST FOR FY2017-18 AND
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A REQUEST FOR
SCHEDULED ALLOCATION OF \$159,896 IN SB-1 STATE OF GOOD REPAIR GRANT
FUNDS AND TO EXECUTE THE RELATED GRANT APPLICATIONS,
FORMS AND AGREEMENTS

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, SGR funds are allocated by the Placer County Transportation Planning Agency; and

WHEREAS, Roseville's share of SGR funds for fiscal year 2017-18 is \$159,896; and

WHEREAS, these funds will be used in the preventative maintenance of Roseville Transit Local Fixed Route bus fleet; and

WHEREAS, in order to qualify for these funds, the City is required to submit a proposed project list to California Department of Transportation (Caltrans) via City Council resolution on an annual basis; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville hereby approves the SB1 State of Good Repair Project List for FY2017-18; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized to submit a request for Scheduled Allocation of \$159,896 in SB1 State of Good Repair Funds and to execute the related grant applications, forms and agreements.

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



Public Works
Alternative Transportation
316 Vernon Street, Suite 150
Roseville, California 95678-2600

SB1 State of Good Repair (SGR) Project List - FY2017/18

1. **Project Title:** **Roseville Transit Local Fixed Route Fleet Preventive Maintenance**
2. **Project Description:** Performance of regularly scheduled maintenance of 14 fixed route buses to prevent breakdowns and carry out necessary repairs to maintain vehicle safety and performance.
3. **Project Schedule:** July 1, 2017 - June 30, 2018

City of Roseville
Alternative Transportation
316 Vernon Street
Suite 150
Roseville, CA 95678
4. **Project Location:**
5. **Project Cost:** \$285,420
6. **Estimated Useful Life** Not Applicable

The Roseville Transit fleet preventive maintenance program improves vehicle safety, reduces the number of unscheduled breakdown incidents, increases fleet availability, and maximizes vehicle life.
7. **Projected Benefit Outcome:**

<i>City of Roseville</i> <i>Roseville Transit Fleet Preventive Maintenance</i>	Source of Funds
State Funds: SB1 - SGR Allocation (PUC 99313)	\$ 146,014
State Funds: SB1 - SGR Allocation (PUC 99314)	\$ 13,882
Local Funds:	\$ 125,524
State Funds:	\$ -
Federal Funds:	\$ -
Project Total	\$ 285,420

(rev.11/8/17)

State Transit Assistance State of Good Repair Program**Recipient Certifications and Assurances**

Recipient: City of Roseville.

Effective Date: January 10, 2018.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.
- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF ROSEVILLE

BY:

Michael Dour, Alternative Transportation Manager
Alternative Transportation Division, Public Works Department

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

Division of Rail and Mass Transportation
State Transit Assistance State of Good Repair Program
Authorized Agent Form



Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Michael Dour, Alternative Transportation Manager OR
 (Name and Title of Authorized Agent)

Rhon Herndon, Public Works Director OR
 (Name and Title of Authorized Agent)

 (Name and Title of Authorized Agent)

AS THE City Manager
 (Chief Executive Officer / Director / President / Secretary)

OF THE City of Roseville
 (Name of County/City Organization)

Rob Jensen
 (Print Name)

City Manager
 (Title)

 (Signature)

Approved this _____ day of _____, 20____



COUNCIL COMMUNICATION

CC #: 8984
File #: 0600-07

Title: Recruitment Services Agreements
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.9.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve Agreements for Recruitment Services with Bob Murray & Associates, CPS HR Consulting, Experis US, Inc., Koff & Associates, Ralph Anderson & Associate and WBP, Inc to conduct executive recruitments on behalf of the City of Roseville, and adopt resolutions authorizing the City Manager to execute said agreements.

BACKGROUND

With anticipated Department Head vacancies or other hard to recruit for positions, the City solicited proposals for Executive Recruitment Services. As a result of this search, the City selected six executive recruiting firms to be used on an on-call basis should an executive recruiter be needed. Due to the broad range of department head positions within the organization, the City chose executive recruiting firms which specialized in certain areas. The goal is to have a number of firms that might be able to assist the City depending on the vacancy at that time.

The City selected Executive Search Firms/Consultants that are well versed in the executive search & recruitment process. The City was particularly interested in executive search firms/consultants who could offer creative, innovative approaches within fiscal parameters, with a proven track record, to support the City in recruiting and hiring the best candidates available for high level executive and hard to recruit City positions.

FISCAL IMPACT

The total cost of each recruitment is not to exceed \$30,000. Services would be paid on an as needed basis by the department filling the anticipated vacancy.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Staffing 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,

Linda Hampton, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-09

Bob Murray PSA

Resolution No. 18-10

CPS PSA

Resolution No. 18-11

Experis PSA

Resolution No. 18-12

Koff Associates PSA

Resolution No. 18-13

Ralph Anderson PSA

Resolution No. 18-14

WBCP PSA

RESOLUTION NO. 18-09

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND GVP VENTURES INC. DBA BOB MURRAY & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of Roseville and GVP Ventures Inc. dba Bob Murray & Associates, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the recruitment firm GVP Ventures Inc. dba Bob Murray & Associates, a California corporation ("RECRUITER"); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department ("HR"); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT "A" attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT "A" and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty thousand dollars (\$30,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.

5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER 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.

7. Insurance. RECRUITER 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. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

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

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

RECRUITER'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.

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER:

Bob Murray & Associates
1544 Eureka Road, 280
Roseville, CA 95661

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

10. Assignment. RECRUITER is employed to perform unique personal services. RECRUITER shall not assign this Agreement without the prior written consent of CITY. RECRUITER 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. 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.

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

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

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

19. Representations and Warranties. RECRUITER warrants that it has not employed or retained any company or person, other than a bona fide employee working for RECRUITER,

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.

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

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

GVP VENTURES INC. DBA
BOB MURRAY & ASSOCIATES, a
California corporation:

BY: _____
ROB JENSEN
City Manager

BY: Valerio Lacta Phillips
its: President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: [Signature]
its: CFO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

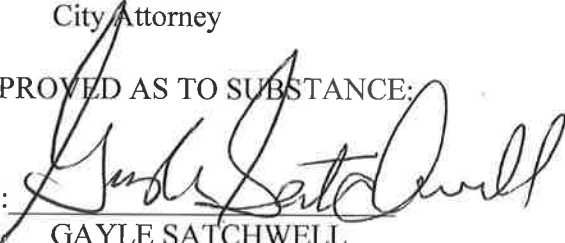

GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”

A PROPOSAL TO CONDUCT
On-Call Executive Recruitments
ON BEHALF OF THE
City of Roseville



1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985
www.bobmurrayassoc.com
apply@bobmurrayassoc.com

June 28, 2017

Mr. Rob Jensen, City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mr. Jensen:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct on-call executive recruitment services on behalf of the City of Roseville. The following proposal details our qualifications and describes our process of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed under the Experience and References section of the proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080, should you have any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

TABLE OF CONTENTS

ABOUT OUR FIRM.....2

EXPERIENCE AND REFERENCES.....3

PROFESSIONAL QUALIFICATIONS5

PROJECT UNDERSTANDING.....8

THE RECRUITMENT PROCESS9

STEP 1 DEVELOPING THE CANDIDATE PROFILE9

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE9

STEP 3 RECRUITING CANDIDATES.....9

STEP 4 SCREENING CANDIDATES9

STEP 5 PERSONAL INTERVIEWS.....10

STEP 6 PUBLIC RECORD SEARCH10

STEP 7 RECOMMENDATION10

STEP 8 FINAL INTERVIEWS.....10

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS.....11

STEP 10 NEGOTIATIONS11

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE11

BUDGET AND GUARANTEE..... 13

PROFESSIONAL FEE AND EXPENSES13

GUARANTEE.....13

REQUIRED STATEMENTS/DOCUMENTS 14

INSURANCE COVERAGE & LIMITS14

DESIGNATED RECRUITMENT TEAM.....14

APPENDIX..... 15

ABOUT OUR FIRM

Bob Murray & Associates has a national reputation for conducting quality searches that result in the placement of candidates ideally suited to our clients' needs. We have extensive experience working with counties, municipalities, special districts, and other organizations in the western half of the United States conducting recruitments for administration, building, development, engineering, human resources, legal, library, finance, fire, parks and recreation, planning, police, public affairs, public works, redevelopment, technology and transportation professionals—to name a few. We pride ourselves on providing quality service to local governments.

Bob Murray & Associates was founded in May 2000 and operated under the corporation MBN Services, Inc. until June 2014; our current corporation name is GVP Ventures, Inc. (dba Bob Murray & Associates). There were no personnel changes as a result of this change in corporation.

We are a small firm, headquartered in Roseville, and comprised of nine (9) team members that include Bob Murray, Founder; Valerie Gaeta-Phillips, President; Gary Phillips, Executive Vice President; Regan Williams, Senior Vice President; Vice Presidents Joel Bryden and Fred Freeman; Amber Smith, Principal Consultant; Hellen Amsden, Senior Consultant; and Kathryn Althin, Office Assistant. We are known throughout the industry, by clients and candidates alike, as the leading firm in terms of customer service. We pride ourselves on our responsiveness to clients and candidates and assure the City that you will receive the highest caliber of service from every member of our team.

EXPERIENCE AND REFERENCES

Bob Murray & Associates has an exceptional record of conducting recruitments for local government executives. Since its founding in 2000, our firm has conducted over 1,000 searches on behalf of local governments in the western United States. With respect to on-call executive recruitments, Bob Murray & Associates offers the following expertise:

- Our firm has extensive experience working with counties, municipalities, special districts, and other organizations. With over 25 years of experience, we have placed hundreds of professionals including City Managers, County Managers, Human Resources Directors, Finance Directors, Police Chiefs, Fire Chiefs, Public Works Directors, Planning Directors, Economic Development Directors, Engineers, Community Development Directors, Executive Directors, General Managers, and many others. Our experience ranges from working with large, complex organizations such as San Francisco; Los Angeles; Phoenix; Las Vegas; and Fulton County (Atlanta) to much smaller organizations. Our recruiters have many years of experience which includes conducting searches in Arizona, California, Colorado, Connecticut, Florida, Georgia, Iowa, Illinois, Indiana, Michigan, Minnesota, Missouri, North Carolina, New Mexico, Nevada, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Utah, Virginia, Washington, Wisconsin, and Wyoming. Our extensive database of contacts and knowledge of outstanding candidates nationwide will ensure that the City of Roseville has outstanding groups of finalists to select from.
- Bob Murray & Associates is familiar with the City of Roseville and the surrounding region. We previously completed the Fire Chief, City Treasurer/Financial Executive, and Human Resources Director recruitments on behalf of the City. Other past recruitments include those for City Manager, Electric Utility Director, Chief of Police, and Public Works Director. We have also completed searches in Placer County on behalf of the cities of Lincoln, Loomis, and Rocklin, as well as on behalf of the South Placer Municipal Utility District (SPMUD). Our knowledge of the region, its issues, and its outstanding quality of life, will be an asset in presenting opportunities to prospective candidates.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below. For a complete account of our previous recruitments, we invite you to refer to the Client List included in the Appendix.

CLIENT: City of Davis, CA
POSITION: Fire Chief
YEAR: 2017
REFERENCE: Ms. Janet Emmett, Human Resources Director, (530) 757-5644, JEmmett@cityofdavis.org or Mr. Dirk Brazil, City Manager, (530) 757-5602 x5602, DBrazil@cityofdavis.org

CLIENT: City of Rocklin, CA
POSITION: City Attorney
YEAR: 2017
REFERENCE: Ms. DeeAnne Gillick, Assistant City Attorney, (916) 625-5581, DeeAnne.Gillick@rocklin.ca.us

CLIENT: City of Tracy, CA
POSITION: Police Chief and Fire Chief
YEAR: 2015
POSITION: Director of Finance
YEAR: 2017
REFERENCE: Mr. Troy Brown, City Manager, (209) 831-6115, troy.brown@ci.tracy.ca.us

CLIENT: City of Fairfield, CA
POSITION: Director of Finance and Technology
YEAR: 2014
REFERENCE: Mr. David White, City Manager, (707) 428-7400, cmo@fairfield.ca.gov

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 30 years' experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held various positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in various aspects of the public sector, as well as with special districts and nonprofits.

Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to

250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company. Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 15 years of experience in executive recruitments with our firm. Prior to joining Bob Murray & Associates, Mr. Williams served as Director of Public Safety with the City of Sunnyvale, CA. Mr. Williams was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. He has been responsible for over 300 recruitments throughout his career; clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining our firm. Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector. His ability to find and evaluate outstanding applicants for our clients is invaluable in the search process.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMBER SMITH, PRINCIPAL CONSULTANT

As Principal Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience. Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

HELLEN AMSDEN, SENIOR CONSULTANT

Ms. Amsden acts as a liaison among clients, recruiters, and candidates throughout each recruitment process. Her responsibilities include development and distribution of position recruitment and advertising materials, client and candidate research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Amsden joined our firm in 2016 with nearly a decade of customer service, administrative, and leadership experience. She is committed to providing the highest level of quality support and to working as a partner with clients and candidates throughout the search process. Ms. Amsden graduated summa cum laude with a Bachelor of Arts degree in Leadership and Organizational Studies from Saint Mary's College of California.

PROJECT UNDERSTANDING

We understand the challenges of recruiting and hiring the best candidates available for a broad range of high-level executive and hard to recruit City positions.

We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Roseville, but also that the selected candidate will reflect positively upon your organization.

When deemed necessary or appropriate, we will work with the Council and/or City staff to design a recruitment that is inclusive of stakeholders. We assist our clients to involve staff, community members and leaders, local organizations, and other individuals or groups, as appropriate, from the very beginning of the recruitment. In the past, we have held "Town Hall" meetings, helped our clients to design and distribute community surveys, and/or held individual meetings with specific individuals to provide the hiring authority with feedback regarding what is desired in the ideal candidate. Additionally, we have designed interview processes that allowed for stakeholder involvement while ensuring that the final hiring decision rested with the hiring authority. Such processes have included multiple interview panels, "Meet-and-Greet" or "Q&A" events, assessment centers, and the like. Each interview process is uniquely designed for our clients' needs, and our recruiter is always on-site for interview days to help facilitate the interview process.

THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Roseville has quality candidates from which to select its high-level executive and hard to recruit City positions. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Roseville's needs will be key to a successful search. We will work with the City Manager, and other stakeholders identified by the City, to learn as much as possible about the organization's expectations for each recruitment. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Roseville. We also want to know the City's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Roseville's needs, we will design an effective advertising campaign appropriate for the recruitment. We will focus on professional journals that are specifically suited to the search. We will also develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Roseville.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it relates to the position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City Manager, and other stakeholders identified by the City, with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:

Week:

Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

BUDGET AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting on-call executive recruitment services on behalf of the City of Roseville is \$17,500 per recruitment, plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Roseville will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for each project to be \$5,000. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

We understand that you are seeking the estimated number of hours that we would require to provide our service, the billing rates of persons that will provide said services, and any other estimated additional costs; however, Bob Murray & Associates does not bill based on the number of hours. Our recruiters do not spend a minimum or maximum number of hours on each section of the recruitment process. Instead, they spend the amount of time necessary to exceed the expectations of our clients. The most hours are typically spent on candidate outreach, as this ensures a successful recruitment more than any other aspect of the recruitment process. Developing the candidate profile, as well as the initial interview process and reference checking/newspaper searches, are other areas where significant time is spent.

GUARANTEE

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Roseville. We are confident in our ability to recruit outstanding candidates and do not expect the City of Roseville to find it necessary to exercise this provision of our proposal.

REQUIRED STATEMENTS/DOCUMENTS

INSURANCE COVERAGE & LIMITS

Bob Murray & Associates carries the following limits on its Liability Insurance:

General Liability Limits

\$1,000,000 Each Occurrence

\$300,000 Fire Damage

\$10,000 Medical Expenses

\$1,000,000 Personal and Adv. Injury

\$2,000,000 General Aggregate

\$2,000,000 Products – Comp/Op Agg

Professional Liability Limits

\$1,000, 000 per claim

\$1,000,000 per aggregate

\$5,000 deductible per claim

Automobile Combined Single Limit of \$1,000,000.

DESIGNATED RECRUITMENT TEAM

Should Bob Murray & Associates be retained to conduct on-call recruitments on behalf of the City of Roseville, either Mr. Bob Murray, Ms. Valerie Gaeta Phillips, Mr. Gary Phillips, Mr. Regan Williams, Mr. Joel Bryden, or Mr. Fred Freeman will be the assigned recruiter. The lead recruiter will be assisted by Ms. Amber Smith or Ms. Hellen Amsden for support services and Ms. Kathryn Althin for administrative matters.

CONFLICT OF INTEREST

Bob Murray & Associates, by submitting a proposal in response to this RFP, posits that our firm has no actual, apparent, direct, indirect, or potential conflicts of interest with respect to our firm, its management or employees relative to the services to be provided to the City of Roseville.

PROPRIETARY INFORMATION

Bob Murray & Associates, by submitting a proposal in response to this RFP, posits that nothing contained in this proposal will be proprietary.

RESOLUTION NO. 18-10

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY
OF ROSEVILLE AND COOPERATIVE PERSONNEL SERVICES DBA CPS HR
CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and Cooperative Personnel Services dba CPS HR 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.

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

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the recruitment firm Cooperative Personnel Services dba CPS HR Consulting, a California Joint Powers Authority ("RECRUITER"); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department ("HR"); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT "A" attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT "A" and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty thousand dollars (\$30,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt

5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER 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.

7. Insurance. RECRUITER 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. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

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

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

RECRUITER'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.

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER:

CPS HR Consulting
241 Lathrop Way
Sacramento, CA 95815

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

10. Assignment. RECRUITER is employed to perform unique personal services. RECRUITER shall not assign this Agreement without the prior written consent of CITY. RECRUITER 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. 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.

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

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

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

19. Representations and Warranties. RECRUITER warrants that it has not employed or retained any company or person, other than a bona fide employee working for RECRUITER,

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.

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

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

COOPERATIVE PERSONNEL SERVICES
DBA CPS HR CONSULTING, a California
Joint Powers Authority:

BY: _____
ROB JENSEN
City Manager

BY: 
Melissa Asher
its: Senior Practice Leader

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: n/a
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

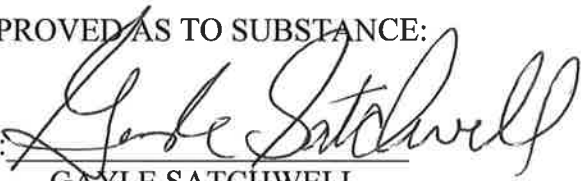

GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”

PROPOSAL

City of Roseville

On-Call Executive Recruitment Services

Due Date: June 30, 2017

SUBMITTED BY:

GERALYN GORSHING

Director of Marketing and Business Development

CPS HR Consulting
241 Lathrop Way
Sacramento, CA 95815
P: 916-471-3373
F: 916-561-7205
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

June 30, 2017

Gayle Satchwell, Director of Human Resources
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: On-Call Executive Recruitment Services

Dear Ms. Satchwell:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Roseville (City) with executive recruitment services. Our vast experience in assisting public agencies with executive search, screening, and placement uniquely qualifies us to assist you with this effort.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important these transitions are for you and are perfectly placed to assist you in these endeavors. As a Sacramento-based public-sector agency, we have provided some spectrum of human resources services for every public agency in every Northern California county. Once each project begins, we will work with the City to tailor our process to highlight your exciting career opportunities and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result, and we are prepared to perform the services and adhere to the requirements described in the RFP. Thank you for the opportunity to be considered for these assignments. Should you have questions or comments about the information presented in this proposal, **please contact me at ggorshing@cpshr.us or (916) 471-3373.**

Sincerely,



Geralyn Gorshing

Director of Marketing and Business Development

CPS HR Consulting
241 Lathrop Way
Sacramento, CA 95815
P: 916-471-3373
F: 916-561-7205

ggorshing@cpshr.us

241 Lathrop Way Sacramento, CA 95815 t: 916.263.3600 f: 916.263.3613 www.cpshr.us

Table of Contents

Firm’s Qualifications.....	1
Experience and References.....	3
Qualifications of Team.....	4
Resumes.....	4
Project Understanding	12
Key Stakeholder Involvement	12
City’s Needs.....	12
Aggressive, Proactive, and Robust Recruitment	12
Selection.....	13
Three-Phase Project Approach for Success	13
Project Plan.....	14
Phase I - Develop Candidate Profile and Recruitment Strategy.....	14
Phase II – Aggressive, Proactive, and Robust Recruitment	16
Phase III – Selection.....	18
Project Timeline	19
Professional Fees, Expenses, & Guarantee	20
Professional Services.....	20
Reimbursable Expenses.....	20
Two Year Guarantee	21
Required Statements/Documents	22
Joint Powers Authority	24

Exceptions.....	25
Competency of Proposers.....	26
Appendix A: Sample Brochure	27
Appendix B: Partial Recruitment Listing	31

Firm's Qualifications

CPS HR Consulting has been assisting organizations with their talent management needs for over 30 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.



CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 14 years** of placing top and mid-level executives in public agencies throughout the United States.

■ **Unmatched Recruitment Experience for Government Agencies**

CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.

■ **Seasoned Executive Recruiters**

Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.

■ **Detailed Needs Assessments**

We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.

■ **Vast Pool of Public Agency Contacts**

CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.

■ **Success Recruiting Non-Job Seeking Talent**

We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.

■ **Diversity Sensitivity**

CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.

■ **Cost Effective**

The combination of CPS HR's seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget.

■ **Satisfied Clients**

Our executive search client satisfaction rating averages 4.6 on a scale of 5. While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

■ **Strong Base of Repeat Clients**

We make sure we understand our client's challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.

CPS HR currently has a staff of 107+ full-time employees and more than 1,200 subject matter experts and contract employees who have a wide variety of government, public, and private sector human resources experience. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, CA. We have regional offices in Austin, TX and Littleton, CO.

Experience and References

Provided below is a partial list of clients we have recently worked with in providing executive recruitment services. We are confident that these public sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs. Please refer to **Appendix B** for a more complete listing of our recent placements.

CLIENT/POSITIONS	CONTACT(S)
Hayward, City of 777 B Street Hayward, CA 94541 HR Manager (2016)	Nina Morris-Collins, Director of HR (510) 583-4544 ncollins@hayward-ca.gov
Sacramento Area Flood Control Agency 1007 7 th Street, 7 th Floor Sacramento, CA 95814 Principal Engineer (2016) Administrative Officer (2016)	Jason Campbell, Deputy Executive Director (916) 875-6119 campbellja@saccounty.net
South Coast Air Quality Management District 21865 Copley Drive Diamond Bar, CA 91765 Executive Officer (2017)	John Olvera, Assistant Deputy Executive Officer (909) 369-2309 jolvera@aqmd.gov
San Jose, City of 200 E Santa Clara St. San Jose, CA 95113 Deputy Director of Treasury (2015) Assistant Finance Director (2014)	Julia Cooper, Director of Finance (408) 535-7011 Julia.cooper@sanjoseca.gov Jim Ortbal, Director of Transportation (408) 535-3845 jortbal@sanjoseca.gov
Nevada Irrigation District 1036 West Main Street Grass Valley, CA 95945 Assistant General Manager (2017) Human Resources Manager (2016)	Rem Scherzinger, General Manager (530) 273-6185 ext. 224 Scherzinger@nidwater.com

Qualifications of Team

Our executive recruitment team of Ms. Pam Derby, Mr. Frank Rojas, Mr. Stuart Satow, and Ms. Teresa Webster possesses extensive public sector recruiting experience and will serve as resources throughout this recruitment effort. The specific project manager will be determined based on our ability to meet all your customer service needs in a timely and effective manner. We do not utilize subcontractors and no staff members will be removed or replaced without the prior written concurrence of the City. Their full resumes follow.

Role/Project Assignment	Name	Phone	Email
Senior Executive Recruiter	Pam Derby	916-471-3126	pderby@cpsshr.us
Senior Executive Recruiter	Frank Rojas	916-471-3111	frojas@cpsshr.us
Senior Executive Recruiter	Stuart Satow	916-471-3134	ssatow@cpsshr.us
Executive Recruiter	Teresa Webster	916-471-3462	twebster@cpsshr.us

Resumes

Pamela H. Derby

Profile

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client. Prior to her local government service, Ms. Derby

served in the private sector and with several non-profit lobbying associations. She was responsible for the management of several large consumer groups.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Professional Management Consultant, CPS HR Consulting
- Administrative Technician, CPS HR Consulting
- Aide to the Board of Supervisors, Yuba County, CA
- Special Cases Manager, Consumer Relations, The Money Store, CA
- Supervisor, Trailing Documents, The Money Store, CA
- Executive Assistant, Randlett Associates, CA

Professional Experience

- Project manager for local government, special district, and non-profit executive recruitments. Responsible for all facets of process including proposal interviews, all client meetings, creating marketing and advertising materials, conducting candidate screening interviews and developing finalist candidate interview processes.
- Assisted executive recruiting team in the recruitment of local government and public agency executives.
- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing, and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm. Researched legislative bills, corresponded with professional association members regarding legislative proposals.

Education

- California State University, Chico, major course emphasis – Physical Education/English

Frank Rojas

Profile

Frank Rojas is a Senior Executive Recruiter with CPS HR Consulting. Frank brings more than 30 years of recruiting experience from the highly competitive direct placement and contract labor industries as well as the corporate environment. Mr. Rojas has significant experience placing corporate leaders, executive, professional, and technical staff including individual contributors for government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation and private industry.

In addition to just completing recruitments for City of Moreno Valley, City of Anaheim, City of Upland, and OCTA, recent successful efforts include positions of City Manager, Director of Human Resources & Organizational Development, Vice President of Human Resources, Chief Executive Officer, Chief Information Officer, Vice President of Risk, Corporate and Government Controllers, General In-House Counsel, and Director-level hires for Finance, Administrative Services, Engineering, Emergency Services, Fleet, Environmental, Regulatory Compliance, Training, and Division/Site General Managers. Mr. Rojas has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Mr. Rojas began his career in Contract Labor and over the next 20+ years launched seven start-up offices in several states and locations providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media. He was named in the top 1% viewed profiles on LinkedIn.

Mr. Rojas resides in Riverside, CA.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Employment Director and Senior Recruiter, PRIDE Industries
- Corporate Recruiter, EMF Broadcasting
- Branch Manager and Acting Vice President, Fastek Technical Services

Professional Experience

- Managed and led recruiting efforts including client interface to define and write position descriptions, profiles, and goals. Responsible for creating marketing plans, screening and selection strategies, conducting interviews and participating in final hire and post-hire activities including reference and background checks.

- Assisted in salary evaluation and competitive comparisons. This includes candidate negotiations, travel and relocation (if appropriate), benefits, and confirmation and acceptance of any requirements prior to the submittal process and acceptance of offer.
- Managed in-house staff to ensure adherence of company policies and legal compliance. Developed and maintained positive, team-building methodologies that increased productivity, created a positive, productive staff, and maintained cooperativeness and trust.
- Recruited and identified senior-level management for several federal locations including General Managers, Assistant General Managers, HR Directors, Site Controllers, Quality Managers, T-4 Water and Environmental Director and Departmental Leadership at Fort Bliss, El Paso; Fort Polk, Louisiana; Joint Base McGuire-Dix-Lakehurst; New Jersey; Los Angeles Air Force Base; Cape Canaveral, Florida; and the Lawrence Livermore National Laboratory.
- Set up staff procedures and office functions; negotiated service agreements, ensured EEO, safety/OSHA quality, and all local, state, and federal compliance policies. Migrated and implemented several Applicant Tracking Systems including participation as Systems Administrator.
- Initiated effort to define the mission and business plans of expanding organizations. Developed road maps to build client base, relevant labor pools, and resources to sustain growth for the entire enterprise. Started corporate recruiting department and initiated recruiting strategies, hiring processes, retention, and integrated cost-effective marketing tools.
- Hired and motivated in-house talent and created cross-functional business/sales and recruiting process allowing for growth, skills development, and achievement to meet customer needs and provide for an effective team-oriented environment.

Education

- B.A., Political Science, University of California at Berkeley, Berkeley, CA

Stuart Satow

Profile

Since joining CPS HR Consulting in 2002, Stuart Satow has conducted over 250 successful recruitments covering all areas of public sector executive search including city, county, state, special district, and regional governments. Mr. Satow has extensive experience in conducting high-level recruitments for council/board appointed positions, as well as executive recruitments for mid-management and department head level positions in community development/planning, finance, human resources, information technology, legal, parks and recreation, public safety, and public works/utilities.

Previously, as a sportscaster for ABC affiliate KXTV Channel 10, Mr. Satow interviewed hundreds of management-level executives, university officials, and professional and amateur athletes. He is a popular public speaker and emcee who has long been involved in community events in the Sacramento region. With a BA degree in Communication Studies from California State University, Sacramento and 27 years of experience in the communications industry, Mr. Satow is an experienced writer and interviewer who has excellent people skills and a positive track record in staff and project management.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Sports Director, KXTV-10, Sacramento, CA
- Sports Reporter / Weekend Sports Anchor, KXTV-10, Sacramento, CA
- Sports Reporter / Weekend Sports Anchor, KNTV Channel 11, San Jose, CA
- Sports Reporter / News/Sports Photographer, KTXL, Channel 40, Sacramento, CA

Professional Experience

- Conducting public sector recruitments for executive level positions (includes upper- and mid-management, department directors, and council/board appointed positions).
- Managing entire recruitment process: develop and submit responses to proposals, meet with clients to understand their recruitment needs and develop a project plan, develop marketing brochures for recruitments, place advertisements, and research and identify potential candidates. Proactively contact potential candidates; market the position to them. Conduct screening interviews. Facilitate the entire interview process. Perform thorough reference checks and oversee extensive background checks on candidates. Negotiate employment agreements.
- Coordinating activities of the Sports Department for local television news station

- Reporting on local sports events/teams of interest including high school, college and professional sports (and others)
- Liaison to local and regional sports contacts (including local and bay area professional teams, universities/colleges, high school athletic directors/coaches, and other key sports contacts)
- Experienced writer and interviewer with excellent people skills and a positive track record in staff and project management.

Education

- B.A., Communication Studies (with honors), California State University, Sacramento

Teresa Webster

Profile

Ms. Webster has 15 years of professional consulting and marketing experience in public sector human resources, including experience in the areas of project management, marketing communications, administration, and employee recruitment. She has worked as a CPS HR consultant for more than ten years, where she has managed or completed a wide variety of projects for CPS HR Consulting (CPS HR) subject matter experts and senior executive staff.

Employment History

- Executive Recruiter, CPS HR Consulting
- Senior Marketing Coordinator, CPS HR Consulting
- Northwest Hydraulic Consultants, Inc. , West Sacramento, California

Professional Experience

- Conducts recruitments for various positions for public sector clients.
- Assisted the CPS HR Executive Search team as an Associate Recruiter. Wrote advertising copy, recruitment brochure text, did email outreach, built target candidate lists based on candidate requirements, researched other sources for outreach and candidate pools, conducted screening interviews, helped facilitate candidate interviews, and performed candidate reference checks.
- Served as liaison for internal business units collaborating on long-term marketing plans and strategies. Worked closely with unit managers, coordinators, vendors and staff support the organization's mission and direction.
- Managed CPS HR's Webinar Series. Worked with business units to develop monthly webinar calendar highlighting expertise of CPS HR consultants and diverse services. Moderates monthly sessions.
- Chaired Qualification Appraisal Panels (QAPs) for the Merit System Services contract. Lead structured interviews for social services candidates. Worked with panel members from client counties to ensure an unbiased rating process according to merit principles. Reviewed rating scales, discussed failing scores, and various types of rating errors with panel members. Served on rating panel.
- Conducted client visits to public agencies in California and Oregon to ensure that client needs are met. Relayed any service issues or grievances to appropriate service manager. Informs and educates clients on CPS HR products and services. Researched online data to pursue potential new areas of growth.

- Wrote copy for CPS HR collateral including print ads, html blasts, direct mail, and case studies. Plans and executes e-mail and direct mail campaigns. Wrote articles for trade journals.
- Contributes on an as-needed basis as a member of CPS HR's external website team developing content, collaborating with work units on content page deadlines. Performs website maintenance and page development, familiar with html code and SEO techniques
- Coordinates CPS HR booth/personnel logistics at various conferences and tradeshow. Develops and maintains budget. Plans and implements pre-tradeshow promotions. Interface with current and potential clients at tradeshow throughout the year
- Establishes and/or maintains relationships with regional and local agencies and associations, such as CSDA, ACWA, and MMANC, to promote CPS HR and its consultants. Served as committee member on MMANC branding and conference initiatives
- Managed Board offsite (two times a year) and Senior Manager Offsite (quarterly or as needed) meetings. Organized special events. Researched and wrote new policy on security badges

Certifications and Memberships

- Certificate in Public Relations and Marketing from UC Davis Extension
- 2009 Sacramento Public Relations Association Volunteer of the Year
- Former member of the Corporate Volunteer Council of Greater Sacramento

Education

- BA, English, California State University, Pomona

Project Understanding

Key Stakeholder Involvement

The Hiring Authority must be intimately involved in the search for a New Hire. For this reason, our approach assumes their direct participation in key phases of the search process. Additionally, at the discretion of the Hiring Authority, other key stakeholders may also be invited to participate in focus group sessions or round-table meetings to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the Hiring Authority to define the professional and personal qualities required of the New Hire. To be certain this occurs, we have developed a very effective process that will permit the Hiring Authority to clarify the preferred future direction for the City of Roseville (City); the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Hiring Authority wishes to establish with the New Hire; and ultimately, the professional and personal qualities that will be required of the New Hire.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

In addition, during each phase in the process, we are corresponding with candidates and advising them of their status. We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process; as a result, we have many long-term relationships with clients that have resulted in the opportunity to assist them with multiple recruitments.

CPS HR's communication extends once you have selected the New Hire. We will contact both the Hiring Authority and the appointed New Hire within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and

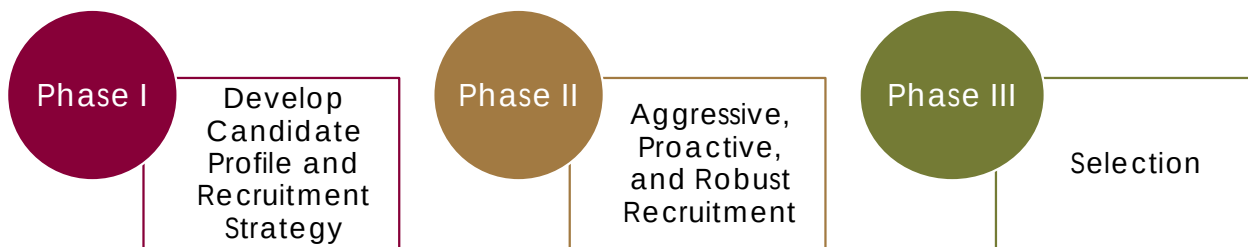
may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

Selection

The selection of the best available candidate requires the use of tools specifically designed to evaluate each candidate against the personal and professional qualities identified by the Hiring Authority. For this reason, we tailor our selection techniques to the City's specific requirements. In addition, we also assume responsibility for administering the selection process for the City.

Three-Phase Project Approach for Success

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a New Hire who is uniquely suited to the City's needs.



Project Plan

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

The first step in this engagement is a thorough review of the following with the Hiring Authority:

- City's needs, culture, and goals
- Executive search process
- Schedule

This will ensure that the City's needs are met in the most complete manner possible.

Task 2 - Key Stakeholder Meetings

As desired by the City, CPS HR is prepared to meet with any additional key stakeholders to obtain input in developing the ideal candidate profile and to assist CPS HR in understanding key issues and challenges that will face a New Hire. The specific nature of the involvement process would be developed in consultation with the City. The results of the above activities will be summarized by CPS HR and provided to the City as an additional source of information for developing the candidate profile and selection criteria.



Task 3 - Candidate Profile and Recruitment Strategy Development

This task will be accomplished during a workshop session involving the Hiring Authority and CPS HR. It will result in the identification of the personal and professional attributes required for the position and will include the following activities:

- The Hiring Authority will identify key priorities for the New Hire.
- CPS HR will assist them in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The Hiring Authority will describe the type of working relationship they wish to establish with the New Hire.
- CPS HR will assist the City in generating lists of specific competencies, experiences, and personal attributes needed by the New Hire in light of the analyses conducted above.
- CPS HR will present several recruitment and selection strategies for the City's consideration. The City will choose the recruitment and selection process most likely to produce the intended results.

Task 4 – Develop Recruitment Brochure

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review prior to printing. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/search.

Task 5 – Place Advertisements

Advertisements (which will include a direct link to your brochure) will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local, or targeted basis, depending on the preference of the City. CPS HR will present examples to the City for review and approval. Examples may include:

Advertising Sources	
• City's website	• CPS HR website
• CSMFO	• APWA
• MMANC	• American Planning Association
• GFOA	• Western City Magazine
• Jobs Available	• MMASC
• ICMA	• LinkedIn
• NFBPA	• Governmentjobs.com
• IMPA-HR	• Careers in Government
• CPRS	• International Hispanic Network

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the New Hire brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. CPS HR will specifically research other jurisdictions in which the demographics mirror those of the Placer County area and target outreach to those individuals. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past five years, we have successfully placed more than 170 minority and female candidates in executive level positions.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 - Identify and Contact Potential Candidates

This very crucial task will include a variety of activities. CPS HR will:

- Contact respected and experienced industry leaders to identify outstanding potential candidates on a referral basis. CPS HR maintains a comprehensive, up-to-date database of such professionals; however, we do not rely solely upon our current database. We also conduct specific research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates. These individuals, as well as other potential candidates, are typically contacted very soon after they have received a recruitment brochure in order to maximize the impact of the multiple contacts.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume. Oftentimes this component necessitates multiple conversations with the same person to pique his/her interest and to answer his/her questions sufficiently.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks. The approach utilized by CPS HR employs the following techniques:



- Communicating to candidates, through advertising materials and verbal conversations, a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Providing guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area. We have found that potential candidates sometimes make the decision not to apply based on

rumored information, rather than facts and research. It is our job to ensure the candidates we are in communication with have accurate and helpful information.

- Actively seeking individuals who are highly visible in the field – widely published, frequent presenters and/or thought leaders – who are seemingly ready for the challenge. These highly qualified candidates may be attracted by the prospect of collaboration with other City departments, providing exceptional leadership to the City of Roseville, or continuing to ensure the public confidence in the integrity of the City.

Task 2 – Resume Review and Screening Interviews

All resumes will be submitted directly to CPS HR for initial screening. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include:

- A thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials.
- Interviews with the candidates who appear to best meet the City's needs. CPS HR will spend extensive time ascertaining each candidate's long term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- Internet research on each candidate interviewed.



Task 3 – Hiring Authority Selects Finalists

At the conclusion of the previous tasks, CPS HR will prepare a written report that summarizes the results of the recruitment processes and recommends candidates for further consideration by the City. Typically the report will recommend five to eight highly qualified candidates, and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Hiring Authority to review this report and to assist the City in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Based on the results of the meeting conducted in Phase I, CPS HR will design a draft selection process. CPS HR will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate, but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

Task 2 - Administer Selection Process

CPS HR will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both the successful and unsuccessful candidates.



Task 3 – Final Preparation for Appointment

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360 evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made contingent upon that reference being successfully completed so as not to jeopardize the candidates' current employment situation.) The candidates are requested to provide a minimum of six references sources. CPS HR is able to ascertain significant, detailed information from reference sources due to our assurance and commitment to each individual that their comments will remain confidential, which leads to a willingness to have an open and candid discussion, resulting in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** We will arrange for a background records check of a candidate's driving record, criminal and civil court, credit history, education, newspaper article publishings, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

Project Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a New Hire can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/Printed Place Ads			➤													
Aggressive Recruiting							➤									
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates to City										➤						
City Interviews													➤			
Reference/Background Checks														➤		
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Professional Fees, Expenses, & Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services associated with **Phases I, II, and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City with finalist selection, and facilitate candidate interviews.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and ***we will work proactively with the City to ensure that the dollars being spent for expenses are in keeping with the City's expectations.*** Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

Professional Fixed Fee & Reimbursable Expenses*	
Professional Services Full Recruitment (Fixed Flat Fee)	\$17,000
Reimbursable Expenses <u>Approximate</u> recruitment costs include: ■ Brochure Design and Printing (\$1,100) ■ Advertising (\$3,000) ■ Background check for one candidate (\$450) ■ Other recruitment expenses such as supplies, travel, and shipping (\$750)	\$5,000-\$6,000
Not-to-Exceed Total	\$23,000

**Professional fees and reimbursable expenses would be billed and paid monthly.*

Two Year Guarantee

If the employment of the candidate selected and appointed by the City, as a result of a full executive recruitment (*Phases I, II, and III*), comes to an end before the completion of the first two years of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the two-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

Required Statements/Documents

CPS HR assures the City that no members of the recruitment team will be removed or substituted without prior approval by City staff.

CPS HR assures the City that should we be awarded this contract, there would be no conflict of interest.

CPS HR assures the City that none of the material contained in this proposal is considered “proprietary.”

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Cooperative Personnel Services dba CPS HR Consulting

NAME OF BUSINESS

Gerald Gorshing

SIGNATURE

Geralyn Gorshing Director of Marketing & Business Development

NAME & TITLE, TYPED OR PRINTED

241 Lathrop Way, Sacramento, CA 95821

MAILING ADDRESS

(916) 471-3373

TELEPHONE NUMBER

ggorshing@cpshr.us

EMAIL

Type of Organization:

☐ Sole Proprietorship

☐ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

CPS HR is a Joint Powers Authority

Page 17 of 19

Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a “Joint Powers Agreement” by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers “to discuss, study and solve common or similar problems with respect to modern human resource and related management processes.”

Exceptions

CPS HR has no exceptions to anything in the RFP document.

Competency of Proposers

CPS HR Consulting is in good financial standing. We maintain significant reserves (in excess of \$21.5M million as of November 2016) in order to maintain long-term business continuity and ensure client obligations are always met. There are no financial conditions that may impede our ability to complete the services we are proposing for the City's project.

CPS HR has had one contract terminated for breach; the client was not satisfied with the deliverables for a Classification and Compensation study. CPS HR agreed to forego the \$4,163.33 amount that was owed to complete the study. CPS HR does not have any claims including bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, or any similar actions filed or resolved within the past seven (7) years.



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Roseville in this important endeavor.

RESOLUTION NO. 18-11

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND EXPERIS US, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of Roseville and Experis US, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm Experis US, Inc., a Wisconsin corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services and Duties.** CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. **Specific Work Assignments.** RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. **Fees for Services.** For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty thousand dollars (\$30,000).
4. **Statements and Payments.** RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt
5. **Term; Termination; Amendments.** This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years,

or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER 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.

7. Insurance. RECRUITER 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. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

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

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

RECRUITER'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.

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER:

Experis US, Inc.
3101 Zinfandel Drive, Suite 240
Rancho Cordova, CA 95670-6398

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

10. Assignment. RECRUITER is employed to perform unique personal services. RECRUITER shall not assign this Agreement without the prior written consent of CITY. RECRUITER 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. 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.

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

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

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

19. Representations and Warranties. RECRUITER warrants that it has not employed or retained any company or person, other than a bona fide employee working for RECRUITER, 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.

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

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

EXPERIS US, INC., a
Wisconsin corporation:

BY: _____
ROB JENSEN
City Manager

BY: 
its: SRVP

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: VP FINANCE/TREASURER

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

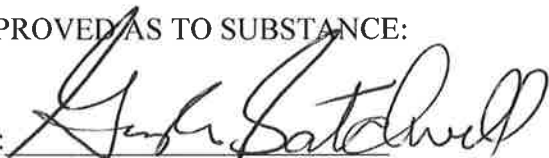
BY: 
GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”

June 30, 2017

(Original)

Prepared for:

City of Roseville



Experis™
ManpowerGroup

On-Call Executive Search Firms/Consultants

Table of Contents

TAB A: Firm's Qualifications (RFP Section 5.3)	2
A.1 Firm Description and Qualifications	2
A.2 Subcontractors	2
A.3 Organizational Chart	3
TAB B: Experience and References (RFP Section 5.4)	4
B.1 Summary of Experience	4
Reference 1: UC Davis	4
Reference 2: Health Net	4
Reference 3: Sutter Health	4
TAB C: Qualifications of Team (RFP Section 5.5)	5
C.1 Team Summary	5
Experis Account Team Supporting Direct Hire for City of Roseville	5
C.2 Subcontractors	7
TAB D: Project Understanding (RFP Section 5.6)	8
D.1 Understanding and Approach	8
D.2 Executive Recruitment Samples	11
TAB E: Project Plan (RFP Section 5.7)	12
E.1 Implementation Approach	12
E.2 Methodology	13
E.3 Detailed Work Schedule	13
TAB F: Cost Proposal (RFP Section 5.8)	14
TAB G: Required Statements/Documents (RFP Section 5.9)	15
G.1 Non Substitution	15
G.2 Conflict of Interest	15
G.3 Indemnification and Insurance	15
G.4 Proprietary Statement	15
G.5 Executed copy of Proposer's Certification	15
Attachment A: Proposer's Certification	16
TAB H: Exceptions (RFP Section 5.10)	17
TAB I: Competency of Proposers (RFP Section 5.11)	18



Experis
3101 Zinfandel Drive, Suite 240
Rancho Cordova, CA 95670-6398
916-638-6200

June 30, 2017

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

Title of this RFP: On-Call Executive Search Firms/Consultants Request for Proposal

Dear City Clerk Department,

The Experis response to the City of Roseville's request for proposal (RFP) highlights our strategy to recruit and deliver qualified candidates for the City. We take great pride in providing industry leading solutions for our clients and are excited to partner with you on this important project. Immersion in the changing world of work has given us a deep understanding of the potential of people and the expertise in unleashing that potential to drive businesses forward. When we apply that expertise to your specific business opportunities, success happens.

Per the RFP, Experis agrees that the submitting Consultant/s will perform the services and adhere to the requirements described in this RFP, including any addenda.

Thank you for inviting us to submit this proposal. We welcome the opportunity to discuss our proposed team, experience, and approach as the City moves forward in your selection process.

Sincerely,

Linda Grandlund - Managing Director
Phone: 916-638-6267
Fax: 916-563-8026
linda.grandlund@experis.com

Bryan Johnson - Client Dev Manager
Phone: 916-638-6266
Fax: 916-563-8026
bryan.johnson@experis.com

TAB A: Firm's Qualifications (RFP Section 5.3)

A.1 Firm Description and Qualifications

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any.

Experis is a wholly owned subsidiary of the parent company, ManpowerGroup. ManpowerGroup is a publicly traded corporation (NYSE:MAN) that was founded in 1948. Experis is a global leader in workforce solutions, including professional resourcing, project solutions and permanent search with a local presence in Sacramento California for over twenty-two years. We offer a seasoned recruiting and delivery team with specialized expertise in Information Technology (IT), Finance, and Engineering.

We apply specialized talent and industry best practices to help you achieve superior workforce results. Through our niche verticals, we are able to zero in on the business issues that are critical to your organization's success and identify the best talent in the marketplace. We act as an extension of engineering department -- integrating seamlessly with existing teams.

A.2 Subcontractors

Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff.

In our specialized areas of IT, Engineering and Finance noted above, Experis does not anticipate utilizing any sub-contractors to provide recruiting services.

A.3 Organizational Chart

Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

The following is an organizational chart for our local Sacramento location that services the Greater Sacramento Market.



TAB B: Experience and References (RFP Section 5.4)

B.1 Summary of Experience

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for recruitments or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the recruitments, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

Experis has been providing permanent search services for over forty years across all verticals and delivering in niched roles. Experis understands the intricacies of what it takes to find the most qualified candidates that meet our client's needs. We are experts in the IT, Engineering, and Finance industries and are well equipped with proven processes to source, recruit, assess, and hire your executive and senior level candidates. By engaging us as your preferred search firm, the City will benefit by our ability to hire this talent faster and in a more cost effective way.

Reference 1: UC Davis

Recruitment Description	Over the course of the past twelve months we provided eight permanent search professionals with specialized skillsets.
Dates	On-going since 2003
Contact Name Address Telephone	Steve Wegner, Manager of IT Application, EMR/EPIC 4610 X Street, Sacramento, CA 95817 (916)734-1261 steve.wegnar@ucdmc.ucdavis.edu

Reference 2: Health Net

Recruitment Description	Provided permanent search services in support of the Information Security Department and other IT roles
Dates	July 2015 to current
Contact Name Address Telephone	Gradon Mckee, Manager, Info Security, Architecture and Eng 12033 Foundation Place, Rancho Cordova, CA 95670 (916)935-9270 Gradon.x.mckee@healthnet.com

Reference 3: Sutter Health

Recruitment Description	Multiple permanent search and interim staffing assignments
Dates	On-going since 2012
Contact Name Address Telephone	Andrew Sutliff - Data Management System Unit Mgr. California Cancer Reporting and Epidemiologic Surveillance (CalCARES) Program 1631 Alhambra Blvd, Ste. 200, Sacramento, CA, 95816 Phone: (916)-731-2539 Email: asutliff@ccr.ca.gov

TAB C: Qualifications of Team (RFP Section 5.5)

C.1 Team Summary

Provide a brief summary of the role, qualifications and experience of each team member and designated recruitment manager/lead assigned to recruitments, including length of service with the firm and the qualifications/experience of any sub-consultant or subcontractor staff on your recruitment.

A recruitment team organizational diagram and brief resume of each team member and the designated recruitment manager/lead for each applicable category shall be included.

The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed.

Our mission is to bring the City of Roseville the best possible pool of qualified candidates for each position. We assign an account team to each client engagement to provide the superior level of customer service on which Experis has built our reputation. Account teams are led by an Experis Client Development Manager with support from, at a minimum, Recruiters and Consultant Service Managers.

Here is a brief summary of each role:

- **Recruiting Leader**--The Experis recruiting leader is responsible for the successful completion of our clients' executive search assignments. This resource is a highly experienced search professional who partners with our clients' executive teams to deeply understand their business drivers, their organizational cultures, and the specific requirements of each assignment. Consulting with clients throughout the process, the recruiting leader identifies and aligns the appropriate resources of Experis/ManpowerGroup. The recruiting leader manages the client and candidate relationships, the research and recruiting process, and the Experis resources deployed. In addition, the recruiting leader will leverage their extensive business relationships to lead the identification and attraction of highly qualified candidates.
- **Expert Recruiters and Researchers**--In the Experis Executive Search model, we assign and dedicate recruiting and research resources who are experts in the industries, discipline, and/or geographies of our clients to best fit each individual search assignment.

Experis Account Team Supporting Direct Hire for City of Roseville

The City will gain a committed partner for permanent placement with Experis. You will have the local in market support needed to ensure the success of this engagement. The strategy is to provide account leadership that serves not only as the point of communication, but who are also responsible for understanding your industry, business environment, culture, and position requirements. We attribute our record of solid performance to this strategy as we will take the time to work with City of Roseville to build the kind of relationship that will anticipate your current and future needs.

Bryan Johnson, Client Development Manager

Based in Sacramento, Bryan has over nine years of solid cross functional leadership in sales and recruiting achievement. He is responsible for overall relationship management and client service, from contract facilitation, pre and post sales engagement process, and requirements gathering/definition. Bryan has ten years industry experience and joined Experis in 2014.

Evan Keene, Director – Experis Search Services

Evan has over thirty years' experience in the professional resources field, including almost twenty in executive/professional search with a heavy emphasis in Accounting, Finance and IT. He began his staffing industry career with a national permanent search organization in 1983, and owned his own executive/professional search firm for twelve years prior to joining Experis in 2012. Evan began his career in public accounting with Deloitte.

Linda Grandlund - Managing Director Sacramento

Linda Grandlund is the Managing Director for the Experis IT branch located in Sacramento, CA, with 20+ years in delivering workforce solutions. Currently, Linda is focused on the Greater Sacramento Region. We have supported State, Local and Educational Clients for more than 20 years in this Northern CA and Greater Sacramento Regions. Linda has been actively involved in the workforce solutions industry since 1992, starting her career in the center of technology in Silicon Valley and the SF Bay Area. Linda brings her extensive industry background, knowledge and strong values with a fresh approach to building business relationships and establishing partnerships.

Akeeba Thomas, Recruiting Leader

Akeeba Thomas has worked for Experis for over twenty six years. She has more than eighteen years recruiting experience supporting various commercial and national accounts; sourcing for candidates with skills and experiencing specializing in development, business analysis, quality assurance, project management as well as network/systems and technical support. She is well versed in scoping out talent who possess skillsets that are popular in today's industry. She will act as recruiting leader across all highlighted disciplines. She has been with Experis for twenty seven years.

Lynn Ellis, Sr. Recruiter

Lynn manages a specialized Healthcare Recruiting Team, supporting offices across the country in serving the needs of our healthcare clients, both payer and provider, and including healthcare specific and general IT needs. He has over ten years of technology recruiting experience and has performed as a Full Desk Recruiter, Business Development Manager, and Corporate Recruiter. Prior to joining Experis, Lynn was the Director of Recruiting for a high growth Security Audit Firm. He joined Experis in 2014.

Carl Ortega, Senior Recruiter

Based in Sacramento, Carl has over ten years of experience in the Professional Staffing Industry all of which has been with Experis/Manpower Group. He has successfully staffed for contract, contract to hire and direct hire roles such as Technical Writers, Instructional Designers, Software Developers, System/Network Administrators/Engineers, and Project Managers.

Yao Saechao, Recruiter

Yao Saechao is a Sr. Technical Recruiter at Experis in Rancho Cordova, CA. He has an impressive background having over nine years of recruiting experience; delivering top talent in the Greater Sacramento Region as well as client/consultant relationship development. Yao is also actively involved with Sacramento Java User Group and currently sits on the Board of Directors for IIBA's in the VP of Marketing/Sponsorship role. His strengths fall in Web and Application Development, Business Analysis, Project Management and IT support services technologists.

Cory Huntington, Recruiter

Cory has three years' of full lifecycle professional and technical recruiting and project delivery experience. He identifies, screens, qualifies, and successfully delivers quality candidates to fill a variety of niched and in demand positions. He delivers IT professionals, Project and Program Managers, as well as all levels of business professionals. Cory joined our expanding team in 2016.

Mark Tolbert, Recruiter

Mark is a staffing professional with twenty years of experience in recruiting, account management, permanent and contract order fulfillment, sales, and training. Areas of specialization include the disciplines of IT and Engineering. Clients have included Fortune 100, 500, and Global 1000 companies in multiple industries. He joined Experis in 2016.

C.2 Subcontractors

Include sub-consultant's and subcontractor's assigned task(s) and experience. Full resumes may be included in the appendix.

Experis does not anticipate utilizing any subcontractors to provide recruiting services. If deemed necessary we would solicit the preapproval from the City of Roseville prior to engaging.

TAB D: Project Understanding (RFP Section 5.6)

D.1 Understanding and Approach

Based on the available information, supplemental research, field observations, and experience with similar recruitments, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration and unique approaches or strengths that your firm may have related to providing executive recruitment services for public agencies. City staff will assess your understanding of all aspects of the recruitment based on the overview.

We understand that the City is looking for executive search firms experienced in the executive search and recruitment processes. Additionally, the City is looking for creative, innovative approaches, with a proven track record, to support the City in recruiting and hiring the best candidates available for high-level executive and hard to recruit City positions. The Experis Permanent Placement group has gained a strong reputation for delivery. Our network of veteran recruiters has an impressive track record of success in placing top professionals nationwide.

Our philosophy and approach toward developing and maintaining a pool of quality candidates, and fulfilling client needs with solid, long term hires encompasses:

- Forging partnerships with diverse community leaders
- Understanding and leveraging the latest in work trends
- Understanding global talent mismatches and the need to engage and retain talent
- Leveraging the latest in customer relationship management (CRM) and social media to build and maintain global talent communities
- Understanding how to measure and manage performance by enabling recruiters to be more efficient and effective and by measuring our clients' success and satisfaction with candidates over time

Experis offers a consultative, high touch, quality approach to the recruitment process, which results in scenarios identifying "best fit" resources for our clients' needs based upon experience, skill-sets, cultural matches, and other important client factors.

Our long-term success has been driven by our approach that:

- Offers clients and candidates the ultimate in one to one service
- Applies a competency based framework to assist in removing ambiguities from the process
- Provides dedicated support throughout the entire placement process
- Applies a variety of best in class assessment tools to each unique requirement

In short, Experis understands the intricacies of what it takes to find the most qualified candidates that will fit into the City's culture. To ensure the requisite criteria are met on every placement, it is critical to have a thorough and rigorous recruiting process. Over the years, Experis has continually refined and improved its recruiting to capture the best practices in our industry. Our streamlined delivery reduces costs associated with recruiting, interviewing, on-boarding, and training.

Our process uses many common steps throughout and can be designed to mirror the City of Roseville's processes:

- Initial candidate selection
- Screening interview (by phone)
- Detailed interview (in person)
- Technical qualification utilizing Subject Matter Experts
- Reference checks (two)
- Presentation of recommended candidates to City of Roseville
- Candidate interview and selection
- Background (employment history, criminal, education)– in compliance with the client's requirements
- Candidate start and regular follow up

A Multi-Channel Approach

Experis has a unique approach to recruiting top talent. We utilize a channel approach to incorporate all levels of recruitment simultaneously. Recruiters are aligned to specialize in particular skillsets, industries and, which enables us to build effective talent communities in high demand skill sets. Through these talent communities, our recruiters build and sustain relationships with top talent. It all starts with a sourcing plan using this multi-channel approach.

A sampling of our strategy includes sources from the following channels:

- **Online Social Networks**–LinkedIn is a key resource of professional talent in online social networks. Our recruiters join a variety of LinkedIn groups that attract professionals. These groups can be segmented by specialty and/or geography.
- **Competitive Mining**–The art of mining candidates from direct competitors or other companies.
- **Internet Mining**–Digging beneath the surface of the internet to find candidates through an intense search using search strings and Boolean logic.
- **Web Posting**–Posting positions on key job boards and web sites to attract talent
- **Web Networking**–Knowing our network. Web networking allows us to link with similar groups and tap into an otherwise untouched candidate pool.
- **Web Community Outreach**–Web Outreach incorporates the search of passive candidates by signing-up to user groups, blogs and more.
- **Association Networking**–Association Networking allows us to partner with skill specific associations or even general associations e.g. Small business, National Sales Network, National Black MBA to find associated talent.
- **Local Connections**–Localizing the recruitment plan. Honing in on universities, trade schools, attending job fairs and sending flyers.
- **Diversity**–Mirroring the market. Diversity recruiting is imperative in today's changing world of work. Targeting diversity associations, networking groups and websites to mirror the market we are recruiting.
- **Side Door**–Opening the side door and working with current employees, candidates, and databases.

Some of Experis' more successful, creative recruiting activities are highlighted below.

Referrals

Referrals from satisfied employees have proven to be one of the most powerful, successful means to find new job candidates. More than forty percent of Experis employee growth is attributed to referrals from employees, a most impressive statistic that illustrates just how satisfied our employees become. In addition to referrals from our employees, Experis receives many candidate leads from clients, former employees, community groups, professional organizations, as well as, alumni from area schools and colleges.

Talent Communities

To facilitate appropriate levels of response in situations of high demand with minimal turnaround times, Experis works with clients to anticipate sharp increases in demand and establish candidate talent communities. Experis partners with clients to review historical trends to identify spikes related to known future initiatives and assess other factors that may be useful in forecasting. Experis then utilizes this information in the preparation of a plan to ensure optimal response to these requirement spikes through the identification of consultants whose current assignments are slated to expire through the "network" of appropriate resources in our existing database. We also source and develop relationships with additional resources.

Challenges

We do not foresee any challenges in recruiting for the City of Roseville. Generally speaking, a successful search results from a great client/recruiter partnership. The better we understand the client's environment, the better we can do at providing the right people. Great relationships are enhanced by great communication and feedback. Quick and detailed feedback between Experis Executive Search and our business partners often makes the difference in getting the right candidate. In today's competitive landscape, candidates often have multiple opportunities. Ensuring that key City stakeholders understand the importance of making themselves available for interviews, feedback, and follow-up is critical to the ultimate success of any search effort.

D.2 Executive Recruitment Samples

Please provide samples (no more than 2) of other executive recruitments you have performed in the past.

Experis has a history of success and a passion for recruiting with proven strategies. This includes a network of contacts that are constantly expanding and being refined. The City can be confident in our recruiters' experience in the industry as they have a have a clear understanding of not only the particular skills needed, but also knowing how the candidate's previous job experiences relate to your work. Below are some examples of executive recruitment searches, and the times they took to fill.

Per instructions, following is a small sampling of what we have delivered recently. A more comprehensive list can be provided upon request from the City of Roseville.

Example 1	
Client	Sigue Corporation
Positions (3)	CIO / VP of Infrastructure / VP of Information Security
Days to Fill	60 days / 31 days / 52 days – all completed since November 2016
Example 2	
Client	Sutter Health
Position	Director of Product Development
Days to Fill	31 days

TAB E: Project Plan (RFP Section 5.7)

E.1 Implementation Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this scope of services.

Each individual search assignment is a project within itself. There will be a detailed plan per search. The methodology will be similar, however the project plan and search parameters may fluctuate based on the needs of that particular role. For example, the process and work plan will differ in a search in which there is a quality pool of local resource verses one requiring a regional or nationwide search involving relocation and/or other variables.

Our implementation timeline and milestones are dependent on the solution implemented. After our initial business requirements discussion, a formal plan with milestones, tasks, resources, and timelines will be presented. As standard practice, Experis assigns an account team to each client engagement to provide the superior level of customer service on which Experis has built its reputation. Account teams are led by an Experis Business Development Manager with support from, at a minimum, Recruiters and Consultant Service Managers.

Our recruiting teams are made up of tenured recruiting professionals and content experts, and are seasoned professionals with many years' experience in their respective area of expertise. Our executive recruiters will work with the client to understand what resources will best support the project efforts. Using the myriad of tools available – they seek to find the best candidates, not the first candidates for the job.

The Experis process uses many common steps throughout and can be designed to mirror the City's talent acquisition processes:

- Initial "launch meeting" with key stakeholder(s) to gain full understanding of need
- Research and networking to identify initial target list of potential candidates
- Initial candidate selection and outreach
- Screening interview
- Detailed interview
- Technical screen utilizing Experis Subject Matter Experts
- Reference checks performed as part of qualification process
- Presentation of recommended candidates to the City
- Candidate interview and selection by City
- Background checks in compliance with the client's requirements
- Pre-negotiation of offer
- Presentation of and assistance in closing of offer
- Candidate start, support with onboarding, and regular follow-up as agreed upon with the City

A typical search can be expected to span approximately 45-60 days, depending on multiple factors, including complexity and scarcity of required skills, competitiveness of compensation and benefits, accuracy and detail of initial specifications provided to the recruiting team, availability of both client personnel and candidates to meet, timely and detailed feedback and follow-up, and more.

E.2 Methodology

Include thorough discussions of methodologies you believe are essential to accomplishing executive recruitment with the City.

The Experis Executive Search recruiting methodology is predicated on the foundation of great relationships, transparent communication, and feedback. The number one key to successfully recruiting the right candidate for the job is a clear understanding of the role and position. Our executive recruiters will work with the client to understand what resources will best support the project efforts. Using the myriad of tools available – they seek to find the best candidates, not the first candidates for the job. The Experis process uses many common steps throughout and can be designed to mirror the City of Roseville's processes.

Although our core competencies are in the areas of Information Technology, Accounting & Finance, and Engineering, the methodology and processes involved in a successful search are the same, regardless of industry or functional area; and our seasoned team of professionals has experience performing search services across other areas, in multiple industries. Should a need arise for search services outside our core areas of focus, Experis would welcome a conversation to discuss our ability to support your need.

E.3 Detailed Work Schedule

Include a proposed detailed work schedule to accomplish all of the required tasks within a typical desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.

Although the recruiter(s) will be drawn from the Experis team identified in Section C.1 above, the individual(s) assigned to a specific search will be dependent upon the specific skills, experience, management level, and/or other factors related the position.

The work schedule to ensure a successful search is show in the following table, with estimated time to complete.

Time	Action
One week	• Participate in key meetings with internal stakeholders / hiring managers • Create the recruitment brochure • Conduct appropriate advertising and recruitment plan
One to three weeks	• Proactively Recruit a Diverse Pool of Candidates • Conduct initial candidate screening (phone and in-person)
One to two weeks	• Conduct screening interviews and evaluations (in-person)
One to two weeks	• Present recommended candidates to City via resume and executive summary • Consult with City personnel in the candidate interview and evaluation process • Conduct reference and background screening
One to two weeks	• Presentation and negotiation of offer • Facilitate any background / onboarding as requested by client

TAB F: Cost Proposal (RFP Section 5.8)

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. The scope of work for each recruitment may vary depending on the specific recruitment but will not exceed \$30,000 per recruitment. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to conducting executive and hard to fill recruitment activities for the City.

Experis is excited to provide the City of Roseville with the flexibility of three distinct and creative pricing models. Each pricing model is based on the relative risk/reward structure related to that specific model. In all cases fees shall not exceed \$30,000 per placement.

- **Option 1: Contingent Search:** Our fee will be 30% of the guaranteed first year compensation, invoiced in full on the hired candidate's start date. Invoices due and payable within 15 days.
- **Option 2: Contained Search:** The total fee for such contained search will be 27% of guaranteed first year compensation. Experis will invoice a \$5,000 search initiation fee upon receipt of initial job specifications and requirements, invoiced upon search assigned to Experis, with the remainder being invoiced upon the hired candidate's start date. Invoices are due and payable within 15 days.
- **Option 3: Retained Search:** The fee will be based on 24% guaranteed first year compensation, invoiced and payable $\frac{1}{3}$ upon receipt of initial job specifications and requirements, $\frac{1}{3}$ upon scheduling of initial interviews, and $\frac{1}{3}$ upon start date of any candidate hired for the specified role. Invoices are due and payable within 15 days.

Warranty

Except for a Client initiated reduction in workforce, elimination of the position or insufficient work for candidate, if a candidate hired by the City is leaves within 90 calendar days after candidate's start date, and provided that City has paid all invoices associated with such candidate, Experis will, on a one time basis, replace the candidate at no additional cost.

The City agrees to pay a fee if they hire or retain a candidate, in any capacity, referred by Experis within one year after that candidate was presented to the City, regardless of whether Client learned of or could have learned of the candidate through other means. This fee will be 30% of the guaranteed first year compensation

Define any reimbursable expenses requested to be paid by the City. Identify the basis for your fee: hourly rate, annual inclusive contract, and/or per recruitment. Identify any and all fees you charge for services.

All expenses incurred by Experis personnel in relation to any individual search will be reimbursable, including but not limited to travel related expenses for interviewing out of the area candidate's, background checking, and drug screening.

Any expenses incurred by candidates related to face to face interviews with the City, including but not limited to travel related expenses will be billed to the city at cost.

TAB G: Required Statements/Documents (RFP Section 5.9)

Include statements of assurance regarding the following requirements in the proposal:

G.1 Non Substitution

- *Non-substitution for the designated members of the team without approval by City staff (Section 4.0)*

Experis will not replace any personnel assigned to a specific search without prior approval of the City.

G.2 Conflict of Interest

- *The absence of a conflict of interest (Section 9.4)*

Experis US, Inc. does not currently have any business relationships that would pose a conflict of interest in doing business with the City under this RFP.

G.3 Indemnification and Insurance

- *Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 9.7). (Please note that actual certificates of insurance are not required as part of your submittal.)*

Experis is able to agree and fulfill the insurance and indemnification requirements needed. A certificate of insurance will be provided upon request.

G.4 Proprietary Statement

- *A statement that nothing contained in the submitted proposal will be proprietary. (Section 9.23)*

Experis acknowledges that nothing in this proposal is deemed proprietary.

G.5 Executed copy of Proposer's Certification

Submit following documents with proposal:

- *Executed copy of Proposer's Certification (Attachment A)*

The attached Proposer's Certification (Attachment A) shall be executed by an official(s) legally authorized to bind the Executive Search Firm/Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- *Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.*

Attachment A: Proposer's Certification

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Experis US, Inc. (Experis), a wholly-owned operating subsidiary of ManpowerGroup Inc.

NAME OF BUSINESS

SIGNATURE

Linda Grandlund – Managing Director

NAME & TITLE, TYPED OR PRINTED

3101 Zinfandel Drive, Suite 240, Rancho Cordova, CA 95670

MAILING ADDRESS

916-638-6267

TELEPHONE NUMBER

916-638-6267

EMAIL

Type of Organization:

☐ Sole Proprietorship ☒ Corporation ☐ State of Incorporation ☐ Partnership ☐ Limited Liability Company

TAB H: Exceptions (RFP Section 5.10)

*Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.*

Experis does not have any Alternations to the Scope of Services.

TAB I: Competency of Proposers (RFP Section 5.11)

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

Experis US, Inc. has never filed for bankruptcy nor had a petition in bankruptcy filed against it. Our parent company, ManpowerGroup, is not involved in any lawsuit or administrative proceeding of any material nature that would impact the company's financial position or affect our ability to service the City.

RESOLUTION NO. 18-12

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND KANEKO & KRAMMER CORP. DBA KOFF & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of Roseville and Kaneko & Krammer Corp. dba Koff & Associates, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the recruitment firm Kaneko & Krammer Corp. dba Koff & Associates, a California corporation ("RECRUITER"); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department ("HR"); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT "A" attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT "A" and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty thousand dollars (\$30,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.

5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER 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.

7. Insurance. RECRUITER 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. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

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

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

RECRUITER'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.

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Catherine Kaneko, President
2835 Seventh Street
Berkeley, CA 94710

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

10. Assignment. RECRUITER is employed to perform unique personal services. RECRUITER shall not assign this Agreement without the prior written consent of CITY. RECRUITER 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. 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.

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

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

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

19. Representations and Warranties. RECRUITER warrants that it has not employed or retained any company or person, other than a bona fide employee working for RECRUITER,

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.

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

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

KANEKO & KRAMMER CORP. DBA
KOFF & ASSOCIATES, a California
corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: SECRETARY

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

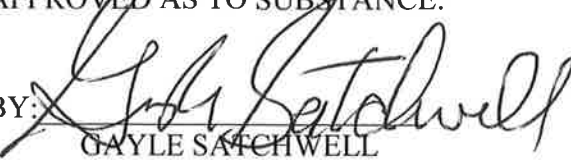
BY: 
GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”



ORIGINAL

Submittal date: June 30, 2017

On-Call Executive Search Proposal

City of Roseville

Submitted by:

Koff & Associates

Catherine "Katie" Kaneko
President

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com
EIN: 61-1493064

kkaneko@koffassociates.com
Tel: 510.658.5633
Fax: 510.652.5633

June 30, 2017

Ms. Linda Hampton
Human Resources
City of Roseville
311 Vernon St.
Roseville, CA 95678

Dear Ms. Hampton:

Thank you for the opportunity to respond to your request to provide you with a detailed scope of work for **On-Call Executive Search Services** for the **City of Roseville** ("City"). We are most interested in assisting the City with this critical effort. We are committed to providing exceptional service and excellent results.

Koff & Associates ("K&A") is an experienced Human Resources consulting firm that has been assisting cities, counties, special districts, educational institutions, courts, and other public agencies with their executive and staff level recruitment needs and other human resources needs for thirty-three (33) years. The firm has achieved a reputation for working successfully with City Councils, Boards of Directors, County Commissions, management, employees, and union representatives. We feel that our firm is exceptionally qualified to support you with your executive search efforts because of our extensive experience throughout the State of California. We have successfully placed numerous executives, managers, and other staff, with cities, counties, public agencies, JPAs, and non-profit organizations, and are confident we can accomplish a successful placement for the City.

As Chief Executive Officer of the firm, Georg Krammer would be Co-Project Director for the recruitment effort together with our Recruitment Manager, Barbara Davis. You can reach Georg at (510) 658-5633 and his email address is gkrammer@koffassociates.com. Barbara's email is bdavis@koffassociates.com, and she can be reached at (925) 817-7728. Our fax number is (510) 652-5633. If you wish to contact me, as the President of Koff & Associates, my email address is kkaneko@koffassociates.com, and I can be reached at (510) 658-5633.

Please call or email if we can provide any additional information.

We look forward to the opportunity to provide professional, on-call executive recruitment services to the City of Roseville.

Sincerely,



Catherine "Katie" Kaneko
President



TABLE OF CONTENTS

A. Firm Qualifications	1
B. Experience & References	2
C. Qualifications of Team	7
D. Project Understanding	10
E. Project Plan	12
F. Cost Proposal	18
G. Required Statements/Documents	19
H. Exceptions	21
I. Competency of Proposer	22

Signature Page

Appendix: Résumés of Participating Staff



A. FIRM QUALIFICATIONS

Koff & Associates (“K&A”) is a public sector human resources consulting firm that was founded in 1984 by Ms. Gail Koff, and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their Human Resources needs for over thirty-three (33) years.

We are a private corporation and our legal name is Kaneko & Krammer Corp. dba Koff & Associates, Inc. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, and the Sacramento Region. We are a California State-certified Small Business Enterprise and a locally certified Very Small Local Business Enterprise (through County of Alameda). We are also a Small Local Business (SLB) through the County of Alameda, as well as a DBE (Disadvantaged Business Enterprise).

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have thirty-three (33) years of experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, County Commissions, Boards of Directors, Boards of Commissioners, Boards of Supervisors, Boards of Trustees, Merit Boards, Advisory Committees, Agency and District leadership team members and Joint Power Authorities.

K&A’s areas of focus are executive search and staff recruitments; classification and compensation studies; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

Without exception, all of our executive and staff recruitments have successfully met all of our intended commitments; communications were successful with client agencies and job candidates; and we were able to assist each agency in successfully placing highly qualified candidates. All recruitments were brought to completion within stipulated time limits and proposed fees. Many of our clients use our recruitment services year in, year out because of their satisfaction with our success in providing placements for the positions they seek to fill.

Our long list of clients is indicative of our firm’s reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective results. K&A has a reputation for being “hands on” and responsive with the ability and expertise to identify the ideal candidate to add value to your organization.

K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that we have not had any formal appeals in 33 years, working with hundreds of public agency clients and completing hundreds of recruitments and studies.



B. EXPERIENCE & REFERENCES

RECRUITMENT & AGENCY	CONTACT
Berkeley, City of 2016: Deputy Director of Public Works 2016: Manager of Engineering	Mr. Sean O'Shea Deputy Director of Public Works (510) 981-6306 2180 Milvia Street, 3rd Floor Berkeley, CA 94704 soshea@ci.berkeley.ca.us
Fairfield, City of 2017: Community Development Director 2016: Chief Information Officer	Ms. Laura Snideman Assistant City Manager (707) 428-7400 1000 Webster St. Fairfield, CA 94544 lsnideman@fairfield.ca.gov
San José, City of 2017: Director of Planning, Building and Code Enforcement 2017: Director of Human Resources 2017: Senior Landscape Architect 2017: Associate Engineer 2016: Chief Information Officer 2015: Director of Communications (Mayor's Office) 2015: I.T. Purchasing Manager 2014: Public Information Manager 2013: Division Mgr., Parks Recreation & Neighborhood Services 2013: Environmental Services Program Manager 2013: Insurance & Risk Manager 2013: Principal Engineer 2013: Safety Officer 2013: Senior Electrical Engineer 2013: Zoo Manager	Ms. Aracely Rodriguez Employment Division Manager (408) 975-1458 200 E. Santa Clara St., 2nd Floor Wing San José, CA 95113-1905 Aracely.Rodriguez@sanjoseca.gov Also: Ms. Julie Edmonds-Mares Deputy City Manager (408) 535-8155 julie.edmonds-mares@sanjoseca.gov
Superior Court of California, County of Orange 2017: Chief Human Resources Officer 2016: Court Executive Officer 2014: Chief Finance and Administration Officer 2014: Staffing, Class & Comp Officer (Sr. Principal HR Analyst)	Mr. David Yamasaki Court Executive Officer (657) 622-7007 770 Civic Center Dr. West Santa Ana, CA 92701 kmeyers@occourts.org
Superior Court of Los Angeles 2016: Chief Deputy, Finance & Administrative Services	Mr. Michael Lampert Director, HR Administration (213) 633-0405 111 N. Hill St., Suite 203 Los Angeles, CA 90012 mlampert@lacourt.org



On-Call Executive Recruitment Proposal

City of Roseville

Alameda County Transportation Commission 2016: Associate Administrative Analyst 2016: Principal Transportation Planner 2015: Senior Transportation Planner 2015: Assistant Transportation Planner 2015: Senior Transportation Engineer <u>Less Recent Recruitments:</u> Clerk of the Commission Contracts & Procurement Analyst Accounting Manager Senior Accountant	Mr. Seung Cho Contracting, Admin. & Fiscal Resources Mgr. (510) 208-7472 (direct) 1111 Broadway, Suite 800 Oakland, CA 94607 scho@alamedactc.org Also, Ms. Patricia Reavey Finance Director (510) 208-7400 (main line) preavey@alamedactc.org and, Mr. Arthur Dao Executive Director adao@alamedactc.org
Alameda County Water District 2016: Manager of Finance	Ms. Jennifer Rogers Human Resources & Risk Manager (510) 668-4220 43885 S. Grimmer Blvd. Fremont, CA 94538 Jennifer.rogers@acwd.com
Alameda Housing Authority 2015: Director of Finance 2015: Director of Human Resources and Operations 2015: Facilities Project Manager 2015: Director of Housing Programs 2014: Director of Housing and Community Development 2014: Housing and Community Development Project Manager 2013: Director of Facilities 2012: Housing Programs Coordinator	Ms. Vanessa Cooper Executive Director (510) 747-4325 701 Atlantic Ave Alameda, CA 94501 vcooper@alamedahsg.org
Castro Valley Sanitary District 2016: Engineering Technician 2015: Administrative Services Manager (Human Resources) 2014: Administrative Assistant 2014: Financial Specialist 2001: District Manager	Mr. Roland Williams General Manager (510) 537-0757 Ext. 104 21040 Marshall Street Castro Valley, CA 94546 roland@cvsan.org
Central Contra Costa Sanitary District 2014: Deputy General Mgr. 2014: Director of Operations 2013: General Manager 2013: Director of Administrative Services 2013: Director of Engineering	Ms. Teji O'Malley Human Resources Manager (925) 229-7309 5019 Imhoff Place Martinez, CA 94553 tomalley@centralsan.org



On-Call Executive Recruitment Proposal

City of Roseville

2012: Plant Operations Division Manager 2012: Capital Projects Division Manager 2012: Environmental Services Division Manager 2012: Plant Maintenance Division Manager 2012: Collection Systems Division Manager	
Central Marin Sanitation Agency 2017: Administrative Services Manager 2017: Health & Safety Manager 2017: Laboratory Director 2016: Assistant Engineer 2015: Administrative Services Manager 2005: Business Services Manager 2000: Finance Manager	Mr. Jason Dow General Manager (415) 459-1455 ext. 145 1301 Andersen Drive San Rafael, CA 94901 jdow@centralmarinsa.org
Coastside County Water District 2014: Assistant General Manager 2017: Superintendent of Operations	Mr. David Dickson General Manager (650) 726-4405 766 Main Street Half Moon Bay, CA 94019 DDickson@coasidewater.org
Dublin San Ramon Services District 2015: HR Analyst 2015: Executive Services Supervisor 2011: Assistant/Associate Engineer 2008: Information Technology Analyst I/II 2008: Information Systems Technician I/II 2003: Engineering Technician/GIS Specialist I <u>Less Recent Recruitments:</u> General Manager (1990) Customer Services Supervisor Human Resources Analyst I/II HR Technician Financial Analyst	Ms. Michelle Gallardo Human Resources Supervisor (925) 875-2200 7051 Dublin Blvd. Dublin, CA 94568 gallardo@dsrsd.com
First 5 Alameda 2016: HR Administrator	Ms. Kristin Spanos Chief Operating Officer (510) 227-6910 1115 Atlantic Ave. Alameda, CA 94501 kristin.spanos@first5Alameda.org
Fresno County Transportation Authority 2016-2017: Executive Director	Ms. Rose Willems Measure "C" Advocate (559) 681-9369 2220 Tulare Street, Suite 411



On-Call Executive Recruitment Proposal

City of Roseville

	Fresno, CA 93721 rosewillems@comcast.net
Greater Vallejo Recreation District 2017: General Manager	Ms. Rosa Ringseth Administrative Specialist (707) 648-4606 395 Amador Street Vallejo, CA 94590 rringseth@gvrd.org
Port of Oakland 2015: Aviation Facilities Manager 2016: Director of Information Technology	Mr. Christopher Boucher Director of Human Resources (510) 627-1202 530 Water St. Oakland, CA 94607 cboucher@portoakland.com
San Pablo, City of 2017: Senior Civil Engineer	Ms. Tina Gallegos Assistant to the City Manager (510) 215-3002 13831 San Pablo Avenue San Pablo, CA 94806 tinag@sanpabloca.gov
Santa Clara Valley Transportation Authority 2016: Manager of Procurement, Contracts & Materials 2014: Deputy Director of Transit Operations	Ms. Marie R. Guillory-Jones, SPHR & SHRM-SCP HR Administration Manager (408) 321- 5639 3331 N. First St. San Jose, CA 95134 Marie.guillory-jones@vta.org
South Coast Water District 2017: Chief Financial Officer 2016: HR Manager 2013: General Manager	Mr. Andy Brunhart General Manager (949) 499-4555 34152 Del Obispo St. Dana Point, CA 92629 abrunhart@scwd.org
Union Sanitary District 2015: Chief Financial Officer 2015: Human Resources Manager 2015: Business Services Manager	Mr. Paul R. Eldredge, P.E. General Manager (510) 477-7502 5072 Benson Road Union City, CA 94587 paule@unionsanitary.ca.gov
United Water Conservation District 2014: Deputy General Manager 2014: Chief Financial Officer	Mr. Kenneth Breitag Executive Coordinator (805) 525-4431 106 N. 8 th Street



On-Call Executive Recruitment Proposal

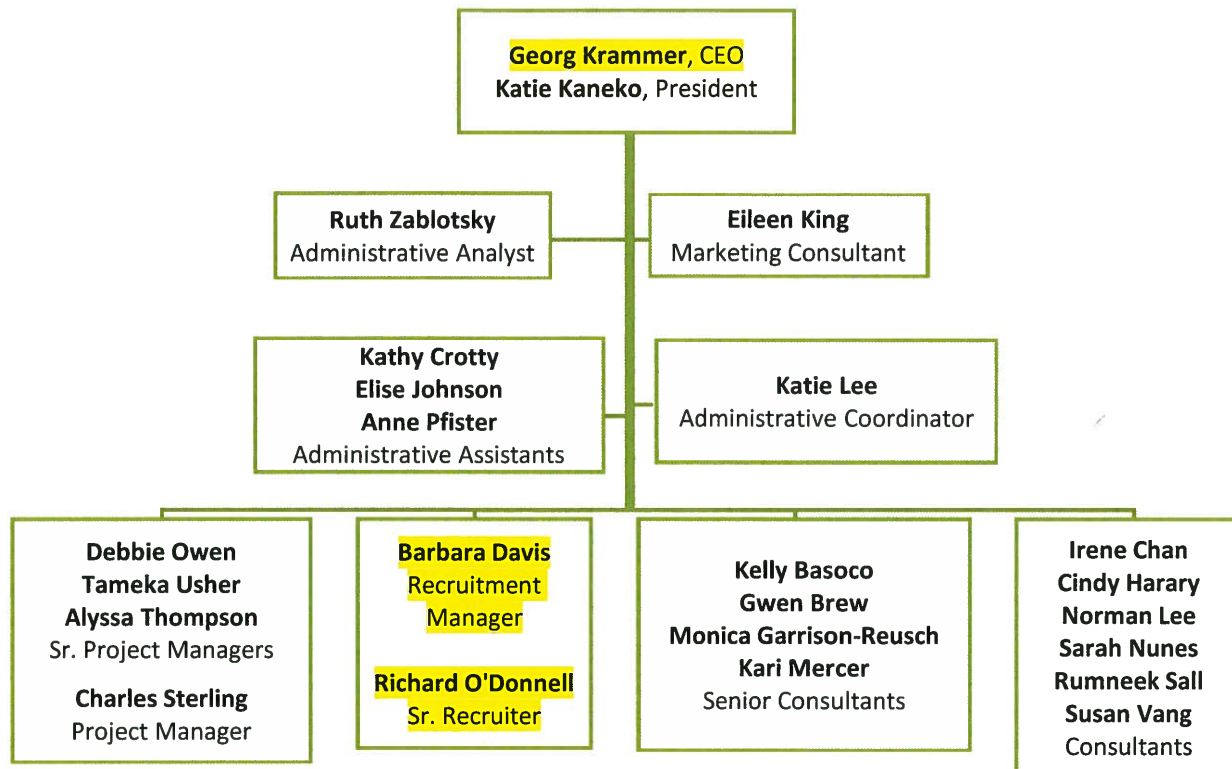
City of Roseville

	Santa Paula, CA 93060 kenb@unitedwater.org
Vallejo Sanitation & Flood Control District 2017: Field Operations Superintendent 2016: Director of Safety & Risk Management 2015: Director of Finance 2015: Director of Engineering	Ms. Gretchen Watkins Human Resources Administrator (707) 644-8949 450 Ryder Street Vallejo, Ca 94590 gwatkins@vsfcd.com
Valley County Water District 2016: General Manager	Ms. Jandy Macias Finance and Customer Service Manager (626) 338-7301, X207 14521 Ramona Blvd. Baldwin Park, CA 91706 jmacias@vcwd.org



C. QUALIFICATIONS of TEAM

Our entire team consists of twenty-four (24) employees as shown below in our organizational chart. Staff who would be involved in executive recruitment efforts for the City are shown highlighted in yellow below:



No subcontractors will be assigned to this recruitment.

Following are short biographies of the specific staff who will be assigned to any executive recruitments for the City (full résumés for each will be found in the Appendix):

Georg Krammer, M.B.A., S.P.H.R.
Chief Executive Officer

Georg brings close to twenty (20) years of management-level human resources experience to Koff & Associates with an emphasis in organizational development; classification and compensation design; market salary studies; executive and staff recruitment; performance management; and employee relations, in the public sector, large corporations and small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in



Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. With his experience as a well-rounded senior HR generalist, his education in business and teaching, and his vast experience with public sector HR programs and functions, Georg's contribution to K&A's variety of projects greatly complements our consulting team. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

Georg has more than fifteen (15) years of recruiting experience in the public sector, including agencies such as the County of Solano, Superior Court of California-Orange County, Superior Court of California-Los Angeles, City of San José, City of Oxnard, City of Hayward, City of Delano, City of Pinole, City of Richmond, City of Tracy, Town of Atherton, Delta Diablo, Central Contra Costa Sanitary District, South Coast Water District, Yorba Linda Water District, Joshua Basin Water District, United Water Conservation District, Ojai Valley Sanitary District, Bay Area Clean Water Agencies, Central Marin Sanitation Agency, Mid-Peninsula Water District, Dublin San Ramon Services District, Union Sanitary District, Alameda Housing Authority, Alameda County Transportation Commission, Shasta Regional Transportation Agency, Port of Oakland, etc.

Georg will serve as the Co-Project Director for any executive recruitments for the City.

Barbara Davis, MBA Recruitment Manager

Barbara's diverse experience includes over twenty (20) years of experience in all aspects of Human Resources, with ten (10) years focused on full-cycle recruiting. She spent the first nine (9) years in the private sector, with two (2) years as a Financial Analyst working on budgets and cost/benefit and manpower analyses and seven (7) years in an HR management role where she gained experience as Assistant Vice President & Director of Benefits, Compensation, and HRIS. She then developed an independent consulting practice in which she focused primarily on benefits and recruitment, working with a diverse range of clients including the California Pacific Medical Center in San Francisco.

Just before joining K&A, Barbara worked for eight (8) years in Human Resources at two school districts where she managed all HR areas including recruitment, benefits including HIPAA and ACA compliance, labor relations, employment law compliance, and employee relations.

Barbara earned an MBA in Finance at San Francisco State University and two Bachelor of Arts degrees from University of California, Riverside.

She has led important recruitment efforts for Alameda County Water District, Superior Court of California-Los Angeles, Superior Court of Orange County, County of Solano, Castro Valley Sanitary District, Union Sanitary District, Central Marin Sanitation Agency, Vallejo Sanitation and Flood Control, South Coast Water District, Valley County Water District, City of San José, City of Berkeley, City of Fairfield, City of South San Francisco, City of San Pablo, the Port of Oakland, Santa Clara Valley Transportation Authority, Alameda County Transportation Commission, Fresno County Transportation Authority, and First 5 Alameda County.

Barbara is currently recruiting for Associate Engineer-Electrical, Director of Planning, Building and Code Enforcement, and HR Director for the City of San José, Community Development Director for the City of



Fairfield, Deputy Director of Community and Economic Development for the City of South San Francisco, Water Product Manager for the Alameda County Water District, Superintendent of Operations for the Coastside Community Water District and District Engineer for the Mt. View Sanitary District.

As Co-Project Director, Barbara will lead all recruitment efforts for the City. She will coordinate all of K&A's efforts, will attend all meetings with the City and will be responsible for all work products and deliverables.

Richard O'Donnell, B.S.
Senior Recruiter

Richard has seven (7) years of experience in recruiting in a wide variety of industries, including technical, IT, sales, marketing, data science, and editorial. During this tenure, he has worked as a consultant for several clients such as E-Trade, Paypal, and Apttus.

Prior to K&A, Richard was as a Senior Recruiter for COIT Group, a recruitment process outsourcing firm headquartered in San Francisco, where he worked onsite exclusively for their client Apttus. Here he owned all product and engineering recruiting in North America. He managed a diverse range of positions spanning from entry level employees to senior level executives.

As a Berkeley native, Richard grew up and continues to live in the Bay Area. He graduated with a double major from University of California Santa Cruz, earning a B.S. degree in both economics and accounting.

Richard will work closely with Georg and Barbara on all recruitment efforts for the City and will help coordinate and provide work products and deliverables.



D. PROJECT UNDERSTANDING

The City of Roseville ("City") has a sizable population of over 135,000 residents, and over 1,100 employees. To ensure that all executive level positions are filled with top candidates, the City desires professional recruitment assistance as vacancies occur to provide smooth running government operations for its constituents. We will be available for recruitment as the need arises. While we can offer creative, innovative approaches to attract a diverse pool of candidates to fill both high-level positions as well as those that are hard-to-fill, we strive to create a strong relationship with the City of Roseville to provide candidates that will successfully fit the position, both technically and culturally.

❖ PROPOSED INNOVATIONS

We begin the recruitment by working with the City to create the Ideal Candidate profile. We want to understand what would make a candidate successful in the role. It goes beyond the skills and experience to management style, cultural fit and soft skills and focuses on strategic competencies. We then begin the search. We employ creative recruitment strategy design including targeted advertising and social media. We also perform networking and outreach. We use a state-of-the-art applicant tracking system to capture applicant data. This provides another source of applicants who applied for similar searches in the past. In addition, it helps us capture relevant information and screen the candidates. During the remainder of the search, we perform extensive candidate engagement to ensure applicants remain excited and motivated as they approach, participate in, and complete the interview process.

We present to you only the most qualified applicants. We initially screen using a point-factor analysis that focuses on key competencies. We then complete phone screening interviews so that the slate we present to you includes only the best qualified candidates. We will help develop thorough interview question sets and we will provide tools and guidance for the interview panel. We are strong negotiators and tailor our approach to suit both the needs of the agency and the candidate. Once there is an accepted offer, we maintain communications with the candidate up to and beyond the date of hire to ensure a successful placement.

❖ DIVERSITY RECRUITING STRATEGY

Having conducted countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Being a DBE and State-registered small business, our firm has a vast pool of resources at our fingertips when designing a successful advertising campaign that targets women and minorities. These include a network of diverse professionals from whom we can request referrals, job boards geared toward minorities and women, and a pool of candidates from prior recruitments that includes a diverse set of candidates. In



addition, we have worked with other clients who value diversity and have requested specific strategies such as assembling interview panels that include diverse populations.

❖ **CONFIDENTIAL SAFEGUARDS**

The advantage of hiring a recruitment firm is that the bulk of all documentation and recordkeeping will be done by us and only very specific information and documents will be shared with the key stakeholders. Our main contact person and channel of communication with the City will be the City Manager or Human Resources Manager or other designee. In addition, we will conduct orientation and briefing sessions with other stakeholders during which we will discuss how important confidentiality is when it comes to the recruitment and that documentation should only be shared with the recruiting consultant and appropriate designee, etc., not third parties.

We understand that confidentiality is one of the utmost important values when it comes to all things HR-related. We also understand the potential sensitivity of job applicants' information, especially when they are currently still employed and don't want their employer to learn about their job search activities, or cases where job candidates potentially know each other.

Of course, we will never share job candidate information or application documents with any third parties. We will only contact job candidates' current employers with their express permission (although we typically require such during the final background and reference checking, at the latest when a conditional job offer has been made). When it comes to the interviewing process, we are also sensitive to the fact that some candidates may know each other and we try to schedule interviews in neutral locations that have front and back entrances, so that one candidate can be ushered out the back entrance while the next candidate is waiting their turn to be interviewed.



E. PROJECT PLAN (Technical Approach and Deliverables)

Following are our detailed work plan, technical approach, and deliverables to be completed for all executive-level recruitments:

1. Ideal Candidate Profile Developed by Meeting with Key Decision Makers

The identification of the desired profile of the ideal job candidate for an executive level position is crucial for a successful search process. We will meet with the City Council if desired, City Manager and/or Human Resources Manager, and other stakeholders to discuss and refine the City's needs and resulting position requirements for any executive position for which we are asked to do the recruitment. We recommend also consulting with other leaders associated with the City to gain an understanding of what they are looking for in the specific position, and to develop an appropriate job description.

The goal of this phase of the recruitment is to identify and/or develop:

- ❖ The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, dynamics, culture, and staff of the governing body;
- ❖ Position competency requirements, i.e., knowledge, skills, and abilities;
- ❖ Ideal candidate's skills, experiences, and characteristic profile;
- ❖ Personal and professional attributes required of and priorities for the new incumbent;
- ❖ Conditions and challenges in achieving the priorities identified above;
- ❖ Scope of community input and participation in the process;
- ❖ Type of working relationship City leadership desires with the new incumbent;
- ❖ Concerns and issues regarding the recruitment and the position;
- ❖ Advertising strategies in conjunction with a national outreach;
- ❖ Geographic strategies;
- ❖ Compensation levels; and
- ❖ Completion timetable.

Working closely with key stakeholders, K&A assists in identifying the specific needs of the City and the key competencies and characteristics of the "ideal candidate." We will obtain an understanding of the City's and its constituents' goals and priorities.

2. Position Specification and Action Plan

Once the "ideal candidate" criteria have been established, we will prepare a written job specification that outlines the required skills, competencies, position responsibilities, and criteria for job success. We will provide the written specification to the City Manager and/or Human Resources Manager for review and approval. In addition, salary and benefit considerations are discussed to ensure market competitiveness, experience and education requirements are considered, geographic recruitment boundaries are identified, and a recruitment action plan will be developed.

At the conclusion of the meeting(s) with the stakeholder group, there should be a clear consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment activity.



3. Recruitment and Advertisement Strategy that has been Fully Researched, Developed and Implemented

Following the development of the candidate profile, a professionally produced recruitment brochure will be prepared and presented to the City for review prior to printing. The brochure will highlight the strengths and challenges of the City Council or specific department requiring our services, its organizational structure and services, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

We will use our own resources and coordinate with the City to identify relevant national, state, and local government and industry sources where prospective candidates are likely to be found.

Advertisements will be prepared and placed for publication in appropriate newsletters, job bulletins, websites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. The approach we recommend taking is to place priority on job-related professional publications online job postings versus printed line ads.

Finally, we will post ads on appropriate social media outlets, such as LinkedIn, one of the premier recruiting tools in the current labor market.

4. Prospect Identification

Additional search strategies will be developed in conjunction with the approaches above and the initial organizational assessment. With management recruitments, we believe that it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused search and sourcing approach.

Having worked in the public sector for over 33 years, we have established excellent relationships with many agencies and their management teams. Utilizing this effective network, we discreetly solicit recommendations and contact individuals meeting our criteria who may not be actively seeking other employment. Time and again, this has proved to be a valuable candidate source that is used concurrently with more traditional recruitment strategies as described above. We will develop a list of targeted candidates based on our contacts, referrals, and recommendations from key sources who have extensive contacts and networks in the industry. The individuals on the contact list will be directly contacted and encouraged to apply for the position.

K&A will work with the key stakeholders to make the final decision regarding which recruitment strategy to employ. The goal is to recruit candidates from diverse backgrounds utilizing local, regional, and statewide resources, as well as the LinkedIn professional website, as appropriate.

K&A has built the reputation for being an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Being a majority woman-owned and State registered small business, our firm has a vast pool of resources at our fingertips when designing a successful advertising campaign that targets women and minorities.



Over the years, we have developed effective social media strategies to get the word out about the recruitments we manage by posting on Facebook and Twitter, and targeting professional groups and individuals on LinkedIn.

Finally, we will also place internet postings on public and private sector employment bulletin boards, our own company website, and provide an announcement that may be used on the City's website.

5. Contact of Potential Candidates

To further detail this task, as described above, the effort will include a variety of activities designed to attract the best available candidates. K&A will:

- ❖ Contact professionals to identify outstanding potential candidates for the specific position under contract for recruitment;
- ❖ Provide each potential candidate with access to the recruitment brochure; and
- ❖ Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a résumé and application.

6. Review of Applications and Assessment of Candidates

Typically, we require applicants to submit a fully completed application form, a résumé and cover letter, a supplemental questionnaire if the City desires, and any other information that applicants would like to add. We can provide our standard application form unless the City prefers to use its own application form.

After application materials are received, we prepare a thorough assessment of the merits of each candidate and their appropriateness for hire, including their professional and educational credentials. Initially, candidates and application materials are carefully evaluated based on an objective and clearly defined factor ranking analysis, with specific emphasis on essential attributes, both in terms of technical ability and cultural fit and incorporating the concerns and issues previously discussed, as well as the specific requirements of the job description.

All elements from the initially developed position profile will be incorporated in the evaluation, including required experience, education, licenses/certifications, knowledge, skills, and abilities; ideal candidate competencies, experiences, and characteristic profiles; and experiential and professional attributes required of and priorities for the new incumbent. Candidates are also ranked against each other and a numerical score that clearly distinguishes the most qualified candidates recommended for further consideration.

7. Presentation of Prospects

We will present the preliminary slate of top prospects to the key stakeholders. They will agree on the number of prospects that they would like the consultant to schedule for consideration. K&A will facilitate the process with the City to review the recommended group of candidates.

8. Evaluation of Prospects through Initial Screening and Preliminary Interviews

Top candidates for the requested recruitment will initially be screened by means of a telephone screening interview to further assess their experience and qualifications, to clarify any issues raised by the submitted



documents; reasons for position interest will be identified; the level of commitment to the position and the organization will be determined; and other issues, including salary requirements will be discussed.

In addition, top candidates may be personally interviewed to further narrow the pool to only the most highly qualified candidates and to further establish best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's management ability, technical competency, fit with the City's values, culture, needs, the candidates' behavioral styles and situational experience, and other relevant characteristics.

9. Slate of Recommended Candidates

K&A will submit for review by the key stakeholders, clear written recommendations and analysis of the most qualified applicants as finalists. Our recommendations will include all relevant data submitted by the applicants, such as application forms, cover letters, résumés, and any additional relevant information the applicants have submitted. In addition, we provide our detailed assessment from each of the various steps of the assessment process, as outlined above.

10. Coordination of, and Participation in, Applicant Interviews

Working with the City, we will develop a set of key questions that will help analyze the candidates' qualifications and management/work style. We will complete all of the necessary communications with management and candidates so that all parties are well-prepared for the interviews.

Our firm will provide oversight during the interview process and facilitate a focused discussion among interview panel members at the conclusion of the interviews to identify the most qualified candidates for final consideration. Our facilitation skills usually prove useful in the assessment of candidates at the end of the interview process.

11. Background and Professional Reference Checks

K&A will conduct extensive reference and background checks for the final candidate(s). We start with employment and professional references, calling each and having an in-depth discussion covering strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. If requested, we will also perform a public records search, Internet, media and newspaper searches. We work with a background checking firm that can confirm educational degrees and check driving records, criminal records and a financial history/credit check. We, as well as our background contract firm, meet or exceed all of California's extensive reporting requirements. If preferred, background and professional reference checks can be completed before candidates are presented for the oral interview process with a panel (Project Deliverable #10 above).

12. Final Interviews: Coordination of Final Interview Process

Our experience is that often the interview panel will narrow the field of candidates to two or three finalists who are asked back for a more informal second and final interview. This may include meeting other City staff, touring facilities and/or offices, and spending more quality time with the City Council members, City Manager and/or Human Resources Manager, and other stakeholders.



13. Negotiation of Terms and Conditions of Employment

If desired, our firm is available to assist in the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other “perks” (perquisites).

14. Maintenance of All Required Legal Documentation

We are responsible for ensuring compliance with and establishing and maintaining all legally mandated documentation throughout the process.

15. Completion of all Correspondence

We believe that each candidate, regardless of their qualifications and success in the selection process, deserves the courtesy and respect of being informed throughout the process. Applicants receive ongoing communications via our office, which not only keeps all the candidates abreast of the process and their continued candidacy, but also enhances the City’s reputation and image of being considerate, thoughtful, and professional.

16. Maintenance of Regular and Ongoing Communications

Our #1 priority is meeting the City’s needs. Regular, ongoing dialogue with the key decision makers is integral and critical to successfully managing a recruitment campaign. We will provide progress reports to the City at critical points in the recruitment process or as issues arise.

Reports shall describe our progress in meeting the goals of the scope of services and issues. We will be responsible for scheduling, coordinating, and preparing all of the necessary materials for the key stakeholders, and other meetings throughout the duration of the process.

17. Post-Employment Support

In addition to the steps of the process leading to an offer of employment to the top candidate, we are committed to ensuring that the new incumbent’s transition into the new position will be smooth and successful.

❖ **TIMEFRAME & KEY TARGET POINTS**

We are able to begin any recruitment effort immediately upon receipt of a recruitment requested under the on-call contract.

Following is a typical schedule for conducting recruitment efforts. Search efforts of this scope generally take three to four (3 to 4) months to complete, allowing enough time for all phases of the process.

Key Target Points:

Development of Ideal Candidate Profile:	Within 1 week of contract award
Needs Assessment:	1 week from initial meeting
Position Specification and Action Plan:	2 weeks from initial meeting



On-Call Executive Recruitment Proposal

City of Roseville

Develop Recruitment Strategy:	2 weeks from initial meeting
Prospect Identification:	2-6 weeks from initial meeting
Contact Potential Candidates:	2-6 weeks from initial meeting
Assess Candidates:	7 weeks from initial meeting
Presentation of Prospects:	7 weeks from initial meeting
Initial Screening/Preliminary Interviews:	8-9 weeks from initial meeting
Background & Reference Checks:	10 weeks from initial meeting
Recommend Slate of Candidates:	10 weeks from initial meeting
Applicant Interviews:	11 weeks from initial meeting
Coordinate Second Interviews:	12 weeks from initial meeting
Negotiate Terms of Employment:	13 weeks from initial meeting
Offer of Employment:	14 weeks from initial meeting



F. COST PROPOSAL

Our professional lump-sum, Not-To-Exceed fees for executive search services for executive positions at the City of Roseville are as follows:

For C-level and/or City Manager recruitments:	<u>\$28,000 - \$30,000</u>
For Director level recruitments:	<u>\$25,000</u>
For Deputy Director or Division level recruitments:	<u>\$23,000</u>
For professional recruitments:	<u>\$22,000</u>
For paraprofessional-level recruitments:	<u>\$20,000</u>

For multiple, simultaneous recruitments, we will provide a discounted fee for those recruitments only.

Our fee consists of our professional fee and includes the expenses we anticipate as stated below.

Expenses include newspaper, Internet and journal advertisements, recruitment brochure set-up and printing, postage, telephone, background, security and credit check, clerical support, and consultant travel (any cost for candidate travel will not be borne by K&A).

We would expect the following method of payment:

Completion of all advertising efforts:	25% of professional fee
Completion of application review:	25% of professional fee
Completion of entire interview process:	25% of professional fee
Once offer of employment is made:	25% of professional fee



G. REQUIRED STATEMENTS/DOCUMENTS

K&A is committed to using only our designated employees for all executive recruitments. We do not use sub-contractors or sub-consultants. If an employee departs from our employ, or if an employee must be reassigned or substituted, we will seek prior written approval from the City.

K&A also warrants that no official or employee of the City has an interest in, or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract with immediate divulgence of such fact to the City. We have no conflicts of interest at this time, nor any foreseeable, potential conflicts of interest.

K&A will submit and support the levels of insurance coverage shown below and will endorse the City with our General Liability coverage upon award of a contract for the project:

Workers' Compensation:	Statutory Limits
Commercial General Liability:	\$2,000,000 per occurrence
Professional Liability (Errors & Omissions):	\$1,000,000 per occurrence
Automobile Insurance:	\$1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, Integro Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.

We are also able and willing to support the indemnification requirements contained in the sample contract provided with the RFP.

Nothing contained in this proposal will be considered proprietary.

Our signed Proposer's Certification (Attachment A) follows this page.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Kaneko and Krammer Corp. dba Koff & Associates, Inc.

NAME OF BUSINESS

SIGNATURE

Catherine Kaneko, President
NAME & TITLE, TYPED OR PRINTED

2835 Seventh Street, Berkeley, CA 94710
MAILING ADDRESS

510-658-5633
TELEPHONE NUMBER

kkaneko@koffassociates.com
EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company



H. EXCEPTIONS

K&A takes no exceptions with Scope of Services, sample contract, or other requirements of the RFP.



I. COMPETENCY OF PROPOSER

K&A has no pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, or other similar actions filed or resolved in the last seven (7) years. No client has ever terminated a contract for breach. We have the necessary facilities, ability, experience and financial resources to provide all services described in the RFP and in this Proposal, in a satisfactory and timely manner.

❖ K&A PROMISE (Placement Guarantee)

K&A is committed to finding only the most qualified candidates for each open executive position who not only meet all the necessary requirements and qualifications but are also a cultural fit for the City and its staff. We strive to work until the ideal candidate is placed.

We therefore promise to present a slate of candidates to the City that includes only those individuals who have passed through all of our screening processes and have been identified as potential ideal matches for the position requirements. Should the key decision-makers disapprove of all final candidates and/or should none of the final candidates pass the final interview and reference check process, we will work to find a new slate of candidates.

In addition, we promise to find a replacement should the incumbent leave the position or be terminated from employment within twelve (12) months of hire due to performance issues. In either case, as described above, we will identify a replacement and only charge through related expenses as described in the Cost Proposal.



Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for ninety (90) days from the date shown below.

Respectfully submitted,

By: **KOFF & ASSOCIATES**
State of California

Catherine "Katie" Kaneko
President

June 30, 2017



■ Koff & Associates
Human Resources Consulting Since 1984

RESOLUTION NO. 18-13

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY OF ROSEVILLE AND RALPH ANDERSEN & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of Roseville and Ralph Andersen & Associates, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm Ralph Andersen & Associates, a California corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty thousand dollars (\$30,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years,

or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER 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.

7. Insurance. RECRUITER 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. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

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

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

RECRUITER'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.

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER:

Heather Renschler, President
5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765

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

10. Assignment. RECRUITER is employed to perform unique personal services. RECRUITER shall not assign this Agreement without the prior written consent of CITY. RECRUITER 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. 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.

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

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

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

19. Representations and Warranties. RECRUITER warrants that it has not employed or retained any company or person, other than a bona fide employee working for RECRUITER, 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.

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

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

RALPH ANDERSEN & ASSOCIATES, a
California corporation:

BY: _____
ROB JENSEN
City Manager

BY: Heather Renschler
its: President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Heather Renschler
its: Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

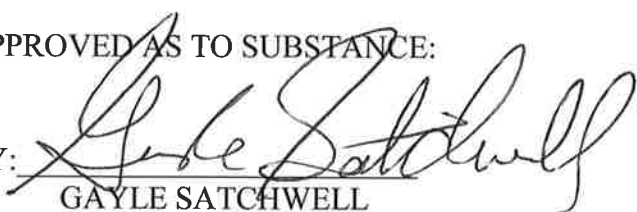
BY: 
GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”



City of Roseville **On-Call Executive** **Search Services** **Proposal**

Submitted June 29, 2017





5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

June 29, 2017

Ms. Gayle Satchwell
Human Resources Director
City of Roseville
311 Vernon Street
Roseville, California 95678

Re: RFP – On-Call Executive Search Firms/Consultants

Dear Ms. Satchwell:

Ralph Andersen & Associates is pleased to submit our proposal to provide executive search services for the City of Roseville. The City of Roseville is a current client, and Ralph Andersen & Associates is familiar with the area having an office in the neighboring community of Rocklin.

The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 45 years. With the reputation of Ralph Andersen & Associates you will have the opportunity to consider candidates located throughout the State of California, the Western Region, as well as from across the United States.

Our mission and commitment to the City of Roseville is to provide the highest quality of search services in the industry as measured by the comprehensive nature of our search process, the caliber of candidates we present, and the success of those candidates in our client's organizations.

The City of Roseville will have Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, as the Project Director. Ms. Renschler is legally able to bind the firm and is reachable at:

Ms. Heather Renschler
President/CEO
Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
(916) 630-4900
fax (916) 630-4911
cell (916) 804-2885
email heather@ralphandersen.com

We are proud of how we market and represent our clients; all of the design, graphics, and printing of our marketing material is done in-house so we can control the quality and production timing. Sample recruitment brochures for two current searches for the City of Roseville and other recent and local recruitments have been included. To see additional samples of our recruitment brochures, as well as our digital presence, please visit the Career Opportunities page of our website at www.ralphandersen.com.

Thank you very much for your consideration of this proposal. We are ready to proceed upon notification of approval. You may reach me at (916) 630-4900 should you have any questions or need further clarification.

Sincerely,

Heather Renschler
President/CEO

www.ralphandersen.com



5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

A. Firm Qualifications

Executive Summary

Attracting top talent has never been more complex and Ralph Andersen & Associates is highly qualified to assist the City of Roseville with recruiting for new high-level executive or hard to recruit positions. We have conducted more successful executive recruitments than any other firm since 1972. From helping you to create a competency-based interviewing framework for your new senior, executive, or other high specialized position to assessing candidates and attracting top human capital, our search professionals offer an unparalleled depth of experience, national reach, and industry knowledge.

The City has requested our proposal to assist in the identification and recruitment of a highly qualified group of candidates for the new high-level executive or hard to recruit positions. In particular, the City is seeking a firm with the national reach and professional experience to clearly assess your organizational needs and formulate a strategy to deliver results.

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We begin each search by working closely with your leadership, stakeholders, staff, and when appropriate, your community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach matched with this 360-degree perspective means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that the City expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool. We will begin with fully detailed profiles of the desired candidate's characteristics and build a recruitment strategy that is tailored to meet your specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a diverse and highly qualified group of candidates.

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as the nation's premier local government consulting organization.

Company Background and Experience

Ralph Andersen & Associates is a California Corporation providing executive search and management consulting services since 1972. As such, the executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 45 years.

We take a multi-disciplinary approach to executive search and the entire process. This is where Ralph Andersen & Associates sets itself apart:

- There's always an *entire team* behind every assignment;
- We take a multi-disciplinary approach to meeting our client's needs; and
- We keep commitments, performing at a level that exceeds our client's expectations.

Ralph Andersen & Associates serves a nationwide clientele through its Corporate Office in Sacramento (Rocklin), California. Our national staff of professionals and support staff include acknowledged leaders in their respective fields. Supplementing their extensive consulting backgrounds, our senior staff all have personal, hands-on executive experience in the operation of public agencies and private businesses.

Range of Services Offered

Ralph Andersen & Associates specializes in the following primary service areas: management consulting, human resources consulting, and executive search.

- **Executive Search** – At Ralph Andersen & Associates, there's always an entire team behind every recruitment assignment that we undertake. Our multi-disciplinary approach takes the best ideas in executive recruiting and creates innovative ways to get the right candidates for clients. When you retain Ralph Andersen & Associates, you actually get an entire team's worth of support and expertise working together to achieve your organization's objectives. The firm has conducted executive searches for large and small organizations throughout the nation. In addition to conducting searches for city manager and other chief executive officer positions, Ralph Andersen & Associates has successfully completed searches in every area of municipal service. Ralph Andersen & Associates believes the most important element of a successful executive search is to listen carefully to what our clients are looking for in terms of candidate experience and qualifications. Using these client-focused guidelines, candidate identification is undertaken through marketing and personal outreach.
- **Management Consulting** – Ralph Andersen & Associates helps organizations improve their performance potential with a range of management consulting services. The types of services provided by the firm include management and performance audits, organizational analyses, productivity improvement analyses, agency and service consolidation assessments, specialized financial management including debt restructuring and organizational problem solving. In addition to providing these services to entire organizations, the firm often conducts management consulting engagements that are focused in a specific service area such as public safety, city management, finance, public works, community development and other major service areas. Ralph Andersen & Associates treats every management consulting engagement as unique. This approach means we will assemble a consulting team comprised of consultants with the specific talents and experiences needed to successfully achieve the client's objectives. Our team of experienced consultants perform complex analyses and recommend solutions that are practical and most importantly, are capable of being implemented by our clients.

- **Human Resources Consulting** – The firm provides a full range of contemporary human resources consulting including classification studies, compensation studies, benefits analysis, pay plan development, executive pay, and pay for performance. Key staff have proven success in working with labor groups and elected officials in identifying solutions and solving challenging problems. Services also include expert witness services for mediation and arbitration hearings. Our approach to consulting services is characterized by proven methods, extensive data collection, accurate analysis, and effective communication and messaging.

Services to be Completed by City Staff and/or Sub-Consultants

Ralph Andersen & Associates will not be using any Sub-Consultants in the performance of recruitments for the City of Roseville. We do, however, approach each search as a partnership with our municipal clients. We work together through various stages of the project.

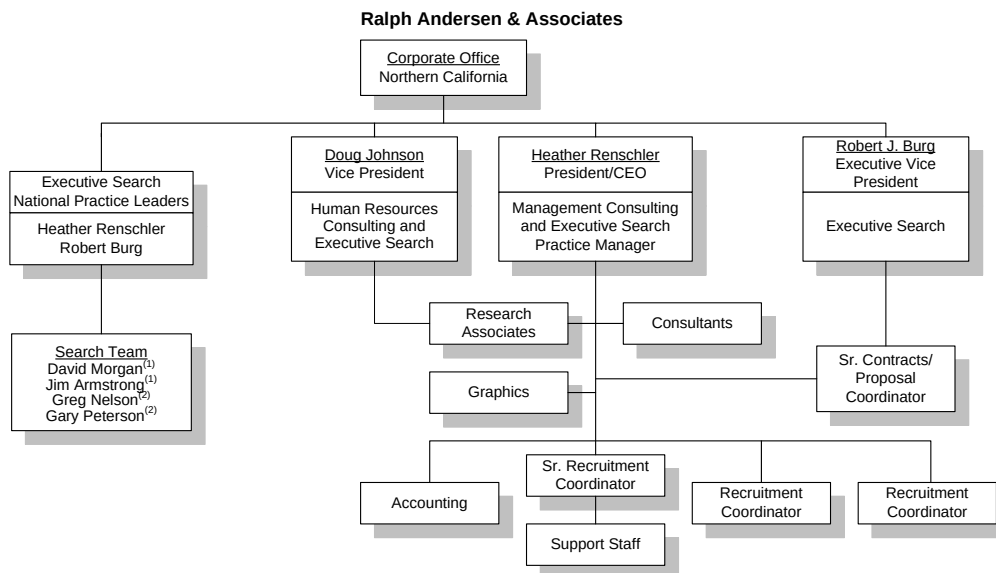
The Project Director would need assistance from City staff in obtaining information to facilitate the development of the position profile and recruitment brochure. Depending on the position being recruited, assistance with setting up meetings and/or interviews with appropriate City staff or key stakeholders may also be needed.

Additionally, the City may also need to provide the following items:

- Current organization chart
- Updated position description
- Salary range and benefits package
- Relocation package – if available
- City electronic logo
- Pictures of the City of Roseville, Department, and staff (high resolution)
- Current budget information
- Current number of employees
- Opportunities and Challenges for the position (discussed during on-site visit)
- What the City of Roseville is looking for in ideal candidates (discussed during on-site visit)
- Education requirements, certifications, and years of required senior executive experience (discussed during on-site visit)
- Input from key stakeholders on ideal candidates (if requested by the City)
- The City of Roseville and its HR Representatives will review the search report on the top candidates as outlined in Task 5 and conduct finalist interviews as outlined in Task 6

Firm Organization

Ralph Andersen & Associates' organization chart is provided below. The firm's staff size has remained relatively consistent over the past five years and has ranged from its current size of 18 up to 22 employees.



⁽¹⁾Former City Manager
⁽²⁾Former Police Chief

Updated June 2017

B. Experience and References

Experience

Ralph Andersen & Associates is very familiar with cities in California and the City of Roseville in particular and is currently conducting the following recruitments:

- Director of Finance
- Assistant Electric Utility Director

Other local samples include the following:

- City of Sacramento
 - Chief of Police
- City & County of San Francisco
 - Chief of Police
- City of Rancho Cordova
 - Community Development Director

A listing of recruitments conducted for California cities (by position category) in the past five years (2012 to Present) is provided as an attachment to this proposal.

Importantly, the firm has developed a strong and recent track record of public safety recruitments (Chief of Police) on a national scale. Recent and current Chief of Police searches include:

- City of Dallas, Texas
 - Applications closed June 2, 2017
- City of Fort Collins, Colorado
 - Applications close on July 31, 2017
- City of Henderson, Nevada
 - Applications close on July 24, 2017
- City of Kansas City, Missouri
 - Applicants closed May 31, 2017

References

At Ralph Andersen & Associates, we feel strongly that our past client relationships will attest to the professionalism of our services. We would be pleased to provide additional references upon the City's request.

- **City of Rancho Cordova**
2729 Prospect Park Drive, Rancho Cordova, CA 95670
Lisa Brown, Human Resources Department
(916) 851-8742
Recruitment/Dates: Community Development Director (Current Search)
Search Team: Heather Renschler
- **Sacramento Metropolitan Air Quality Management District**
777 12th Street, Suite #3, Sacramento, CA 95814
Steve Hansen, Chair of Search Committee (also City of Sacramento City Council Member)
(916) 808-7004 (Sacramento Council Office)
Recruitment/Dates: Executive Director (2/2017 to 5/2017)
Search Team: Heather Renschler
- **San Francisco International Airport**
P.O. Box 8097, San Francisco, CA 94128
Cynthia Maltez, Recruitment Coordinator
(650) 821-2015
Recruitment/Dates: Various Positions
Search Team: Heather Renschler
- **City of Sacramento**
915 I Street, Sacramento, CA 95814
Howard Chan, City Manager
(916) 808-7488
Recruitment/Dates: Chief of Police (4/2017 to 6/2017)
Search Team: Heather Renschler and Gary Peterson

References from local City Managers/CEO's (Past Placements)

- **City of Rocklin**
3970 Rocklin Road, Rocklin, CA 95677
Ricky Horst, City Manager
(916) 625-5560
- **Placer County, California**
175 Fulweiler Avenue, Auburn, CA 95603
David Boesch, Chief Executive Officer
(530) 889-4030

C. Qualifications of Team

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. The City of Roseville will have Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, as the Project Director. Ms. Renschler may be assisted on public safety or related searches by Chief Gary Peterson (Ret.).

All staff are based out of the firm's corporate office located in Rocklin, California.

Ms. Heather Renschler, Project Director

Ms. Renschler, President/CEO of Ralph Andersen & Associates, has been with Ralph Andersen & Associates for more than 32 years. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last 20 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. She is experienced at working in the field of city and county management and a wide range of other executive-level positions in the public sector. She is well versed in working with elected officials including city councils, county commissioners, and special districts in the recruitment and selection process. Her network of contacts and potential candidates is extensive and on a national scale.



Prior to joining Ralph Andersen & Associates, Ms. Renschler had extensive private sector experience in the areas of construction management, health care (claims management), and public accounting. Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism. After working as a consultant to the public sector, Ms. Renschler later obtained a Bachelor's degree in Public Administration from the University of San Francisco.

Chief Gary Peterson (Ret.), Search Consultant

Chief Gary Peterson (Ret.) joined the staff of Ralph Andersen & Associates following a 26-year career in the public sector. Chief Peterson's focus is in the firm's police recruitment practice for municipalities and universities. Prior to joining Ralph Andersen & Associates, Chief Peterson served as the appointed Chief of Police for a city located in the San Francisco Bay Area. Chief Peterson is known for his strong leadership and commitment to community engagement and collaboration.



Chief Peterson was the Project Director and lead consultant on the recently completed search for the Chief of Police for the City & County of San Francisco. He also contributed to the development of the candidate pool with the City of Oakland as a result of his association with the International Association of Chiefs of Police (IACP) and the Major City Police Chiefs Association (MCPCA). Additionally, due to his strong national network, he has been leading the effort with top universities in their recruitment efforts. Currently, he is

recruiting for the Chief of Police for the University of California, Los Angeles (Finalist Selected) and the University of California, Davis (Kick-off Meetings Underway).

Chief Peterson served on the California Police Chiefs' Associations' Law & Legislative and Training Committees. He chaired the California Peace Officers' Associations' executive board for Region II. He served on the Command and Supervision section of the California Attorney General's Blue Ribbon Task Force on Special Weapons and Tactics. He has also served on numerous other regional executive boards, including serving as the board chair of a multi-jurisdictional SWAT Team.

Chief Peterson holds a Juris Doctor from John F. Kennedy University, School of Law in Orinda, California. He also earned a Master's degree in Criminal Justice from California State University, Sacramento and a Bachelors of Arts in Sociology from the University of California, Riverside. He is a graduate of both the FBI National Academy and the Senior Management Institute for Police in Boston, Massachusetts. He is a member of the California Police Chiefs Association, the International Association of Chiefs of Police, and the FBI National Academy Associates.

Paraprofessional and Support Staff

Paraprofessional, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Brianna Ham, Ms. Diana Haussmann, Ms. Christen Sanchez, Ms. Hannah Jones, Ms. Teresa Heple, and Ms. Hillari Bynum.

Ms. Brianna Ham, Manager of Research & Quality Control

Brianna Ham is a Manager of Research & Quality Control and Consultant with Ralph Andersen & Associates and has nine years of experience with Ralph Andersen & Associates in addition to over fifteen years of human resources consulting experience with other firms. Ms. Ham serves on a variety of project consulting teams and provides analytical support for the firm's recruitment and human resources consulting practices, including in the areas of candidate sourcing and identification, background analysis, and other research activities.

Ms. Ham holds a Bachelor's degree in Speech Communication from Northern Arizona University and completed her graduate level coursework at the University of California, Davis. Her course work emphasized business administration, human resource management, and organizational communication.

Ms. Diana Haussmann, Senior Recruitment Coordinator

Ms. Diana Haussmann joined Ralph Andersen & Associates in 1998 and currently serves as a Senior Recruitment Coordinator. Ms. Haussmann provides administrative and technical support to the Executive Search team, and is involved with the recruitment process from start to finish, working closely with the firm's clients and candidates. Prior to joining Ralph Andersen & Associates, Ms. Haussmann provided administrative support to the legal profession and also worked in the fast-paced world of title and escrow. Ms. Haussmann has more than 25 years of executive level administrative experience and holds an Associate of Arts degree in Legal Office Administration.

Ms. Christen Sanchez, Recruitment Coordinator

Ms. Christen Sanchez joined Ralph Andersen & Associates as a Recruitment Coordinator and provides administrative support services to the Executive Search team. Prior to joining Ralph Andersen & Associates, Ms. Sanchez provided administrative services as a Scheduling Coordinator for applied behavioral analysis services provided to children with developmental

disabilities across the Central Valley and the Greater Sacramento area. Ms. Sanchez holds a Bachelor of Arts degree in English from California State University, Stanislaus.

Ms. Hannah Jones, Recruitment Coordinator

Ms. Hannah Jones joined Ralph Andersen & Associates as a Research Assistant and was quickly promoted to Recruitment Coordinator. As a Recruitment Coordinator, Ms. Jones provides support services to consultants on some of the firm's most complex recruitments. Ms. Jones holds a Bachelor of Arts degree in History with coursework in Public Policy from William Jessup University. She has also completed coursework in History at the University of Oxford in the United Kingdom. Ms. Jones also holds a Master of Arts degree in Museum Studies from the University of Oklahoma.

Ms. Teresa Heple, Senior Contracts/Proposal Coordinator

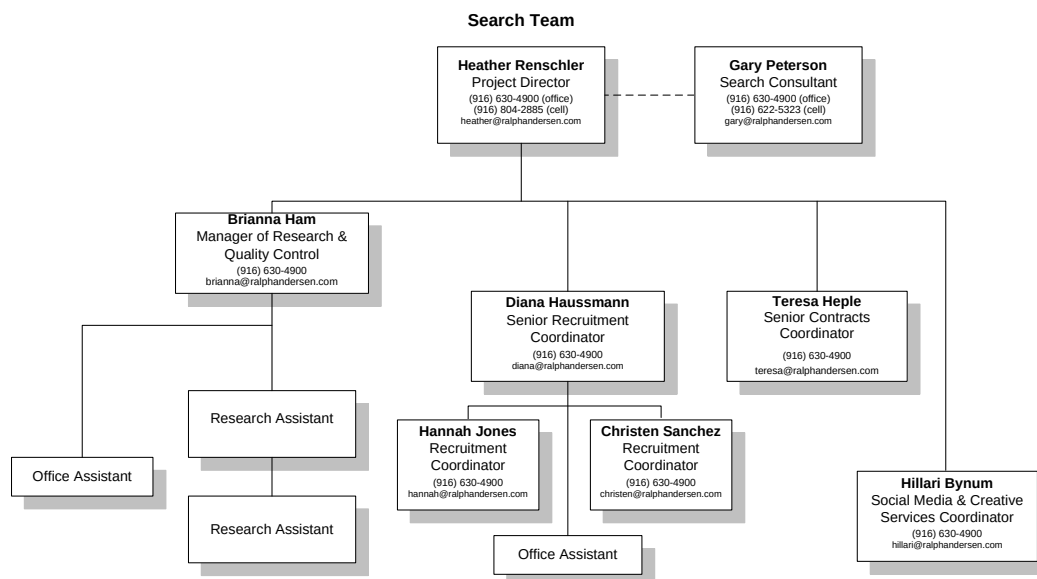
Ms. Teresa Heple joined Ralph Andersen & Associates in 1981 and currently serves as a Senior Contracts/Proposal Coordinator. Throughout her tenure with the firm, Ms. Heple has provided administrative and technical support to all of the firm's operating divisions. Prior to joining Ralph Andersen & Associates, Ms. Heple provided administrative support to a capital investment firm and served in the United States Navy. Ms. Heple has more than 40 years' experience in the field of administrative and executive level support. She holds an Associate's degree from American River Community College.

Ms. Ms. Hillari Bynum, Social Media & Creative Services Coordinator

Ms. Hillari Bynum is a Social Media & Creative Services Coordinator with Ralph Andersen & Associates. She has more than seven years of graphic design experience, and has provided design services to international clients and, on the domestic side, has provided design services to develop a billboard campaign for a nonprofit to raise awareness about sex trafficking in California. Ms. Bynum attends Sierra College and is working towards an Associate's degree in Multimedia Design with plans to transfer to the University of California, Sacramento for a Bachelor of Art's degree in Graphic Design.

Recruitment Team Organization Chart

As requested, the recruitment team organization is shown below.



D. Project Understanding

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 45 years.

We feel that the key elements of the *full search* process, which can be tailored to fit the specific needs of the City and will include:

- Developing a comprehensive position profile based upon information obtained in various meetings with the City Manager, Human Resources Staff, and other designated staff as appropriate.
- Extensive personal outreach (both in person and via telephone) to highly qualified candidates in California, the Western United States, and nationally if desired.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts throughout an expanded region.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates (if deemed qualified and viable by the Recruiter) would be screened via Skype.
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the decision-makers with detailed information about their backgrounds and experience.
- Assistance during the interview and selection process and in the negotiation of a compensation package.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Diversity, Gender Equity, and Social Media

Philosophical Approach / Match – Our approach to each recruitment is that we believe diversity is inclusive, not exclusive, and a successful search is one that offers a diverse pool of highly qualified candidates, regardless of ethnicity, gender or other personal characteristics. We also believe an equally important measure of recruitment success is whether the pool of candidates has gender balance.

More specifically, with many positions, we strongly believe in the concept of an organization having a “people person” at the helm of a department combined with the required technical attributes. These types of personal attributes also include a candidate’s ability to promote a healthy organization to the fullest and, of course, encouraging good work-life balance. In today’s competitive environment, top candidates are aspiring leaders with a strong public service focus, an appreciation for equity and diversity, technologically savvy, and willing to incorporate best practices. Additionally, we look for those individuals who have a proven track record of accomplishment with culture and organizational change in a thoughtful fashion. Also, we look for strategic alignment with the overall organizational needs.

Examples of Targeted Outreach for Minority Candidates – To increase the opportunity for a diverse candidate pool, we will do specific and targeted outreach. Two key examples would be the International Hispanic Network (IHN) and the National Forum for Black Public Administrators (NFBPA). We rely on these organizations to expand the candidate pool through specific advertisements and our outreach directly to their network.

Examples of Targeted Outreach for Gender Equity – To encourage gender equity in the candidate pool, we not only identify qualified women through our network but often use publications, newsletters, and websites specific to women in a particular profession. Additionally, the Project Director for the City of Roseville has been involved with Women in Government and often uses this source for distribution to an active and involved audience of local government professionals.

Knowing our Client’s Culture –We take great pride in knowing our client and the client’s culture. We work hard to match the needs of our client to candidates that submit for a specific position. We demonstrate this in the written text of the brochure and in our screening of candidates. A large part of our success is getting this right from the humanistic side.

Track Record of Women and Minority Placements – Currently, and over past decades, Ralph Andersen & Associates has a long track record of placing women and minority candidates in key executive level positions. Our Women and Minority Placements listing has been provided as an attachment. We are very proud of our success assisting our clients in this fashion.

Social Media – Ralph Andersen & Associates has a presence on LinkedIn, Twitter, and Facebook and uses social media to supplement our outreach to potential candidates. We subscribe to an added software, “Recruiter Professional Services,” that requires the payment of an annual paid subscription. This allows us to search, view bios, and ultimately contact candidates more directly through LinkedIn. Most recently we have been testing the ability to target specific groups and professions through paid “tweets.” We have also used this method to reach candidates in geographic regions.

E. Project Plan

Work Plan

The City has requested assistance with recruiting outstanding candidates for openings for high-level executive or hard to recruit positions within the City. ***For simplicity, the tasks in this work plan have been detailed as the “designated position.”***

Task 1 – Review Project Management Approach

Ms. Heather Renschler will be the Project Director on these search assignments. Ms. Renschler will meet in person with the City Manager, Human Resources staff, appropriate City staff, and others as requested by the City, to discuss the project management for the search. On public safety related position(s), Ms. Renschler may be supported by Chief Gary Peterson (Ret.). The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Task 2 – Position Profile

The position profile for the “designated position” is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

The Project Director, Ms. Renschler, will meet with the City Manager, Human Resources staff, and others as necessary. The purpose of these meetings is to gain an understanding of the experience and professional background requirements desired in the new “designated position.” These meetings will also help the search consultant gain an understanding of the work environment and the issues facing the City.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the new “designated position.” The criteria should reflect the goals and priorities of the City.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information or recruitment brochure prepared by the search consultant. The brochure will be reviewed by the City in draft format, revised as appropriate, and published for use throughout the search.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the search consultant and includes specific outreach and recruiting activities briefly described below.

Outreach

An outreach process including personal contact with potential candidates will be developed. It will include the placement of ads in professional publications and Internet sites appropriate for the position being recruited. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the criteria established. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews via Skype

Ms. Renschler, Project Director, will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this proposal.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately five (5) to eight (8) individuals. Those individuals will be reviewed with the City prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, the Project Director will meet with the City Manager and/or Human Resources staff to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates recommended to be interviewed; and 2) a backup group to the first group. The search report will include candidate resumes. The results of preliminary research and interviews will be provided in writing to the City. This meeting will result in a confirmed group of top candidates for the City to further consider.

Task 6 – Selection

The final selection process and the timing of the final selection will vary depending upon the desires of the City. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below. The Project Director will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the City.

Ralph Andersen & Associates will prepare an interview booklet that includes the resumes and candidate report (with interview comments, preliminary research, and other relevant information about the candidates). In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.

Ms. Renschler will attend the interviews to assist the City through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.

Additionally, verifications will be made on the top two (2) candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. Additionally, Ralph Andersen & Associates will verify any stated certifications that candidates may have to verify they are currently in good standing and review any notations on their licenses in the form of any public complaints against the individual. The results of these verifications will be discussed with the City at the appropriate time.

Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the City at the appropriate time.

Ms. Renschler is available to provide assistance to the City in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

Ms. Renschler is available to assist the City in negotiating an employment agreement with the selected candidate. This may include recommendations on setting compensation levels.

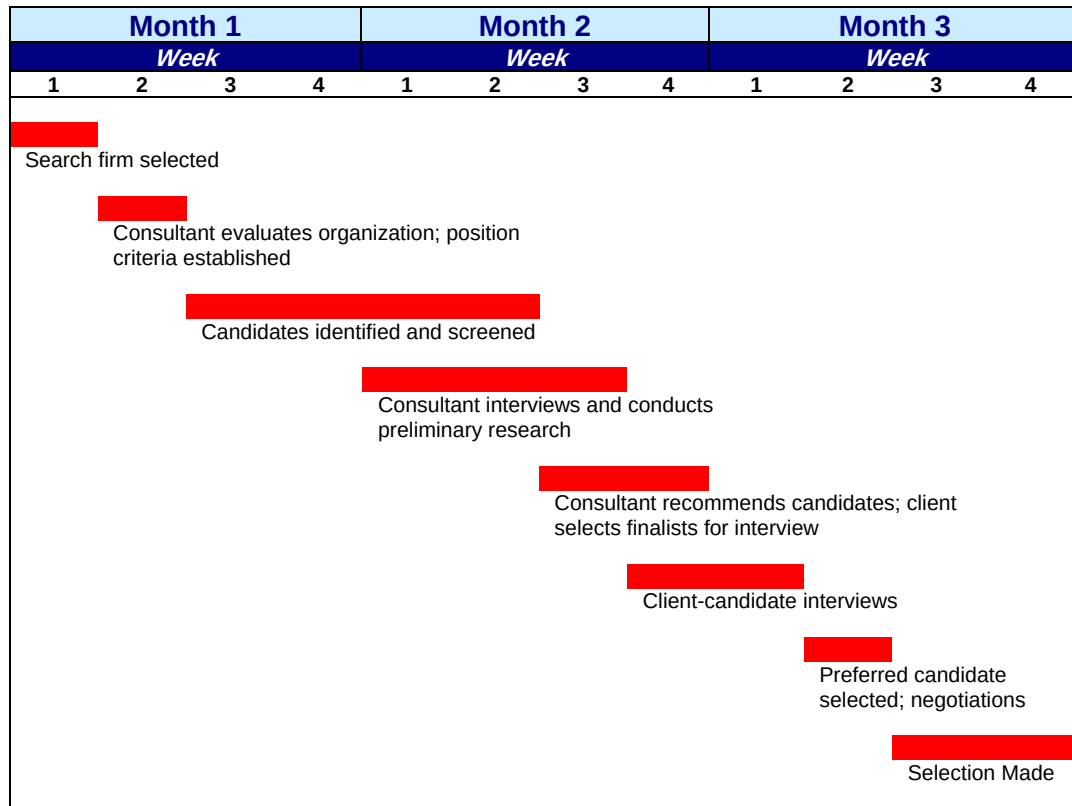
Task 8 – Close Out

After the City has reached agreement with the individual selected for the position, the search consultant will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

Project Timing

Ralph Andersen & Associates will complete the search within 75 to 90 days from the execution of the agreement to the presentation of candidates. Negotiation with the top candidate will take an additional week or two after finalist interviews. We are prepared to begin this search upon verbal notification to proceed.

A brief overview of the recruitment schedule is presented on below (schedule does not include transition time by Selected Candidate to join the City).



F. Cost Proposal

Search efforts for the City will be tailored to meet the unique needs of each recruitment effort. The following is a range of fees set forth by Ralph Andersen & Associates for searches to be initiated beginning July 2016:

City of Roseville Recruitment Process	
Responsible Entity	Fixed Fee for Professional Services and Expenses*
Department Director	\$24,000 – \$24,975
Department Director – Public Safety	\$25,000 – \$28,000
Department Director – Technology	\$24,000 – \$26,850
Department Deputy Director	\$23,500 – \$24,750
Ralph Andersen & Associates reserves the right to adjust fees on an annual basis. *Expenses included in the <u>fixed fees</u> listed above include such items as advertising, consultant travel for meetings, clerical, graphics, research, printing and binding, postage and delivery, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Reference checks will be conducted only on the top candidate.	

Invoicing for Services – Ralph Andersen & Associates will bill the City in four installments. Progress payments will be due upon receipt.

Brochure – A full color brochure similar to the samples attached will be developed for the City. All pictures will be the responsibility of the City.

The City of Roseville will be responsible for all costs associated with candidate travel to and from the finalist on-site interviews; and, if desired, for consultant travel for in-person screening interviews for selected finalist candidates as well as site visits or speaking, in person, to references or other relevant individuals.

Should the initial outreach efforts not result in a successful placement, Ralph Andersen & Associates will continue the outreach efforts until the ideal candidate is found. The City will be responsible for expenses based on actual receipts.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our search services. If within a one-year period after appointment the high-level executive or hard to recruit position for the City of Roseville resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The City of Roseville would be expected to pay for the reimbursement of all incurred costs.

G. Required Statements/Documents

As requested in the City's RFP, the following statements and/or documents are provided.

Non-Substitution

Ralph Andersen & Associates will not substitute staff members for those listed in this proposal without approval of City staff.

Conflict of Interest

Ralph Andersen & Associates will ensure that no conflict of interest with any member of the project team exists currently or during the duration of this assignment. It is the firm's policy that consultants are not assigned or permitted to work on any project in which any of their assigned clients has an economic interest or may be expected to have a material financial interest.

Indemnification and Insurance Requirements

Ralph Andersen & Associates has the ability and agrees to fulfill the indemnification and insurance requirements as listed in the Sample Professional Services Agreement included with the City's RFP.

Ralph Andersen & Associates has the following insurance coverage currently in effect and will continue to maintain this level of coverage throughout the project.

- Professional Liability Insurance with a limit of liability \$2,000,000 for Claims-Made and Reported.
- Comprehensive General Liability Insurance with a General Aggregate limit of \$4,000,000; Products & Completed Operations Aggregate limit of \$4,000,000; Personal and Advertising Injury limit of \$4,000,000; Each occurrence limit of \$2,000,000.
- Excess Automobile Liability Insurance (non-owned and hired auto only) with limits of \$2,000,000 (per person) and \$4,000,000 for bodily injury (per accident).
- Workers' Compensation and Employers' Liability Insurance (State of California limits apply).

Proprietary Information

Nothing contained in Ralph Andersen & Associates' proposal is considered proprietary.

Proposer's Certification

As requested, the completed and signed "Proposer's Certification" form is provided on the following page.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Ralph Andersen & Associates

NAME OF BUSINESS

Heather Renschler

SIGNATURE

Heather Renschler, President/CEO

NAME & TITLE, TYPED OR PRINTED

5800 Stanford Ranch Road, Suite 410, Rocklin, CA 95765

MAILING ADDRESS

(916) 630-4900

TELEPHONE NUMBER

heather@ralphandersen.com -or- info@ralphandersen.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

RESOLUTION NO. 18-14

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES BETWEEN THE CITY
OF ROSEVILLE AND WBCP, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and WBCP, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the recruitment firm WBCP, INC., an Oregon corporation ("RECRUITER"); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department ("HR"); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT "A" attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT "A" and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty thousand dollars (\$30,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years,

or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER 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.

7. Insurance. RECRUITER 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. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

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

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

RECRUITER'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.

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

WBCP, INC.
698 Lynn Lane
Central Point, OR 97502

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

10. Assignment. RECRUITER is employed to perform unique personal services. RECRUITER shall not assign this Agreement without the prior written consent of CITY. RECRUITER 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. 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.

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

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

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

19. Representations and Warranties. RECRUITER warrants that it has not employed or retained any company or person, other than a bona fide employee working for RECRUITER, 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.

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

21. **Integrated Agreement**. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

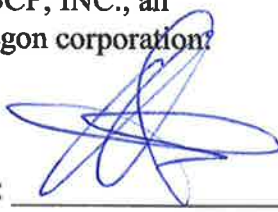
CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
ROB JENSEN
City Manager

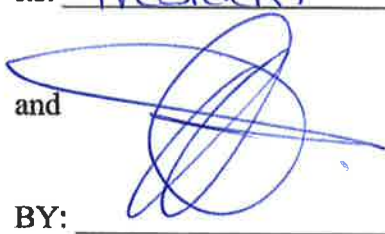
ATTEST:

BY: _____
SONIA OROZCO
City Clerk

WBCP, INC., an
Oregon corporation:

BY: 
its: President

and

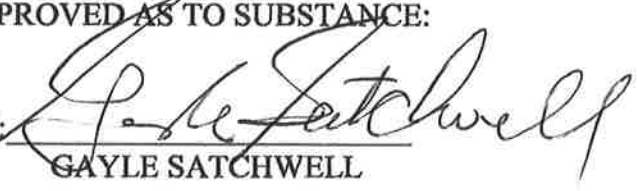

BY: _____
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 

GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”

PROPOSAL



Executive Search Services for **City of Roseville, CA**

On-Call Services

June 29, 2017

Offices: Central Point, Oregon & San Jose, California
698 Lynn Lane, Central Point, Oregon 97502
541.664.0378 / 866.929.WBCP
866-224-1423 Fax
www.wbrowncreative.com
wendi@wbrowncreative.com



June 29, 2017

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

Re: On-Call Executive Search Services

It is our pleasure to submit this proposal for executive search services to assist the City of Roseville in selecting candidates for various positions.

Full search services include the proposed services as outlined in this proposal:

- Recommended search process
- Proposed timeline
- Consultant bios
- References
- Fee, expenses and guarantee

Please be aware that WBCP also provides partial search services for a fraction of a full search fee. Fees for all services are included in this proposal.

WBCP has over 16 years of experience providing search services for organizations in California and Oregon. In California, we have secured professionals for many diverse industries and clients, including Counties of Orange, Humboldt, Contra Costa, Marin, Santa Barbara, Napa, Stanislaus, Solano, Merced, San Benito, Tuolumne and the Cities of Irvine, San Rafael and Calistoga; not to mention several local and national nonprofit organizations. In Oregon we have worked with the County of Jackson and Cities of: Central Point, Medford, Grants Pass, Ashland and Phoenix.

We have successfully filled positions such as:

- Administrative positions: Assistant County Executive Officer; Finance Director; Chief Financial Officer; Executive Director; Assistant Directors; Director; Deputy Director; etc.
- Arts Commission
- Building Official
- County Counsel (all levels): I/II, III, Senior, Assistant and County Counsel
- County Surveyor
- Fire and Emergency Management
- First 5: multiple counties and First 5 Association of California – Executive Director; CFO; Assistant Director
- General Services: Assistant Director; Civil Engineer

Offices: Central Point, Oregon & San Jose, California
698 Lynn Lane, Central Point, Oregon 97502
541.664.0378 / 866.929.WBCP
866-224-1423 Fax
www.wbrowncreative.com
wendi@wbrowncreative.com

- Health and Human Services: Public Health, Behavioral Health, Social Services
- Human Resources: Assistant Director; Employee and Labor Relations; Retention and Selection; Training and Organizational Development Manager, etc.
- Information Technology: Line Staff, Engineers and Directors
- Medical Director; Physicians; Nurses; Nurse Supervisors; Nurse Managers
- Parks and Recreation: Director and Deputy Director
- Planning (all levels): Planning and Development Director, Associate, Assistant, Senior planners in multiple divisions and departments
- Public Works: Director and Assistant Director
- *And More...*

It's been proven that great employees are looking for great employers; not just a paycheck. We market what is great about our clients beyond the paycheck. We brand your organization as an employer of choice and boost your employer identification through eye catching marketing materials, strategic search practices and responsive and respectful communications with your applicants and stakeholders.

WBCP has a successful track record of matching clients with exceptional candidates and we have fantastic contacts that bring a network of resources including current, retired, and up-and-coming leaders in public service. We also provide a two-part guarantee for our search services (see details included in the proposal).

We provide a fair and equal recruitment process that promotes diversity. In fact, because of our ability to attract diverse audiences we were selected to fill several positions in two national nonprofit Latino organizations (Latino Public Broadcasting and Radio Bilingüe). WBCP will coordinate our advertising plan and selection process to ensure we are doing our best to reach diverse gender and ethnic audiences.

Our references are solid and we highly recommend prospective clients contact our client list to concur that WBCP provides one of the most affordable, world class services they have had the pleasure of contracting. Included are work samples of recruitment brochures and several testimonials from other clients.

WBCP confirms we will perform the services and adhere to the requirements described in the RFP; including any addenda. WBCP does not have any pending bankruptcies, liens, stop payment notices, judgements, lawsuits, foreclosures, or any similar actions filled or resolved in the past seven years. A client has also never terminated a contract with WBCP. I appreciate your consideration in retaining our services and hope to have an opportunity to come to Santa Cruz soon to support this recruitment.

Best regards,

Wendi Brown
President, WBCP

Offices: Central Point, Oregon & San Jose, California
698 Lynn Lane, Central Point, Oregon 97502
541.664.0378 / 866.929.WBCP
866-224-1423 Fax
www.wbrowncreative.com
wendi@wbrowncreative.com

TABLE OF CONTENTS

SUBJECT	PAGE
I. WBCP CAPABILITIES & RECRUITMENT STRATEGY	1 - 4
II. CONSULTANTS RESUMES / BIOS	5-6
III. PROJECT TIMELINE	7
IV. REFERENCES	8 – 11
V. PROFESSIONAL FEES, EXPENSES & GUARANTEE	12 – 14
VI. SUPPORTING DOCUMENTS (Samples of Work)	15

I. WBCP CAPABILITIES

Recruiting Services You Can Rely On.

WBCP provides a comprehensive recruiting package using recruitment best practices, integrated marketing and communications strategies and established connections and resources, to target specific audiences, bring in ideal candidates and strengthen your employer of choice brand.

RECRUITMENT STRATEGY

The executive search strategy that follows describes four phases of WBCP's recruitment process.

PHASE I

Client & Stakeholder Interviews

It is highly recommended that the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases with regards to obtaining a clear sense of the priorities for this recruitment and the selection of the ideal candidate.

WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow WBCP an opportunity to gather information, gain knowledge about the organization, community and unique aspects of the recruitment to design the ideal candidate profile, marketing materials, and marketing plan.

Feedback Outcome / Timeline Development

Following the Client/stakeholder meetings, WBCP will develop a detailed timeline for the recruitment, which will be customized for this recruitment after Phase I. The timeline and ad plan will be reviewed and approved by the Client prior to execution.

Creative Development

Immediately following the Client feedback activities, WBCP will draft the competencies for the recruitment and recruitment brochure copy for the Client's review. This information will summarize what was learned from Client related interviews.

PHASE II

Marketing Strategy and Implementation

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

ONLINE ADVERTISING – Including local and national job boards, associations, and other industry related job postings targeting the ideal candidate (job boards, associations, etc.) and that reach a desired geographic area and diverse audience.

E-DIRECT MAIL ADVERTISING – including WBCP's current database of potential applicants, we have access to other professional lists and will source more lists through associations, contacts, etc.

SOURCING/HEAD HUNTING - WBCP will contact individuals targeted and generate new contacts through referrals made by respected sources. WBCP is a LinkedIn recruiter and we have access to over 350 million profiles via LinkedIn to assist us in targeting ideal candidates.

COMMUNICATION WITH CLIENT

Depending upon the wishes of the Client, we can provide regular updates on the progress of the search. We tailor our communications in accordance with our Client's needs.

PHASE III

Resume Assessment

WBCP will review resumes as they are received, a final detailed review of each resume and any supplemental documentation submitted will be conducted immediately following the closing date of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

Screening Interviews

WBCP does not restrict the number of candidates to be screened. Rather, we interview every candidate who meets our Client's criteria and frequently this group amounts to 15 - 20 candidates, or on average 20% of the applicant pool.

Report to Client

Following the completion of the screening interviews, WBCP will develop a report of our recommended short list candidates. This report will include: resumes, cover letters and a one-page profile summary of candidate's professional history, including a brief overview of WBCP's assessment and the results of their phone interview.

To determine candidates we will invite to interview, WBCP will meet with the selection committee/hiring authority. In this meeting, we will review the results of the recruitment, discuss recommended candidates, determine which candidates will be invited to interview, and review the recruitment plan for the final stages of the selection process.

Communication with Candidates

Throughout the entire recruitment, WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process. In addition, the Client should refer any inquiries from potential or existing applicants directly to WBCP during the engagement.

PHASE IV

Selection Process

WBCP will design and administer an appropriate final selection process based on the needs of the Client. WBCP will facilitate the invitation and coordination of these meetings/interviews.

WBCP provides additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc. We will tailor assessments to best meet the Client's needs. WBCP will facilitate interviews and panel deliberation.

Background & References

Following the interviews and the Client's top candidate(s) selection, WBCP will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state and local criminal background check and academic verification by a licensed background agency. Reference checks are conducted over the phone by a WBCP senior consultant and a final report is provided to the Client.

Negotiations

Once the client reviews and is comfortable with the findings in the reports, WBCP is available to assist with negotiations on compensation, benefits, start date and other transition details.

II. CONSULTANT'S RESUME / BIOS

WENDI BROWN – EXECUTIVE SEARCH PROFESSIONAL

W. BROWN CREATIVE PARTNERS – WBCP | OFFICES IN OREGON AND CALIFORNIA

2004 – Present

President and Founder of WBCP, an executive search, marketing and branding firm with clients in OR and CA
Manager and lead consultant overseeing executive search services for nonprofit and public sector organizations; Use marketing and recruiting concepts to return excellent results for hard-to-fill, management and executive management positions; Lead consultant overseeing client relations, project management and recruiting consulting services; Direct project teams, production and creative marketing and branding projects; Track and manage marketing and search results; Design workforce plans, assess skill and talent gaps. **CITIES OF:** Irvine | Grants Pass | Ashland | Central Point | **COUNTIES OF:** Jackson | Marin | Contra Costa | Napa | Solano | Santa Barbara | San Luis Obispo | **NONPROFIT/PRIVATE:** First 5 Bay Area and various First 5 County Commissions (Santa Clara, Santa Barbara, Fresno) | Fresno Community Food Bank | First 5 Association of California | Futures Without Violence | Latino Public Broadcasting | Radio Bilingüe | CDS Publications | Gold Coast Health Plans | Central California Truck and Trailer |and more

COUNTY OF ORANGE | COUNTY EXECUTIVE OFFICE, HUMAN RESOURCES, SANTA ANA, CA

1998 - 2004

Human Resources Consultant; Human Resources Manager; Specialist

Rapid progression of position titles and responsibilities implementing countywide initiatives affecting 24 decentralized dept., serving 17,000 employees, at the second largest county in California

Effective utilization of communications, marketing, networking tools to improve recruitment strategies; Manage executive and management recruitments; Lead internal recruitment consultant for 24 decentralized departments supporting hard-to-fill and management recruitments; Train internal recruiters to improve results and efficiencies; Committee member changing 25 year old Countywide selection rules; Produced recruitment newsletters; Lead team member who designed and implemented countywide recruiter competency based training model and recruiter assessment tool; Implemented communications campaign for new performance incentive program; Coordinated 17,000 employees/managers and internal trainers on new performance management system within 12 months.

CANON BUSINESS MACHINES | COSTA MESA, CA

1997 - 1998

Marketing Coordinator | Interface with Engineers and R&D for new product launch; Design and produce creative comps for product packaging and promotional insert materials; Create user documentation for various products in English and other languages; Network a relationship between Canon and an ISP to provide international internet access through a new product package insert.

HOMELIFE REALTY SERVICES, INC. | NEWPORT BEACH, CA

1993 - 1995

Office and Franchise Marketing Manager | Guide, train and support 55 franchises with over 500 agents in effective application of corporate marketing tools/strategies for business development and sales growth; Create several marketing communication tools; Cultivate and manage media relationships; Public relations campaigns.

HAWKINS ADVERTISING & PUBLIC RELATIONS | NEWPORT BEACH, CA

1991 - 1993

Client Relations and Account Manager | Managed account relationships, budgets, billing, advertising, media relations and ad placement for ad agency's clients which included Oscar Mayer, Nestles, ARA Cory, Remedy Temps, etc.; Planned and coordinated market research projects and system upgrades; organizational efficiencies.

EDUCATION

Master's in Management | Southern Oregon University | Oregon (candidate)

Bachelors of Science | Business Administration | Marketing emphasis | Colorado Technical University, Colorado | *Summa cum Laude*

CONSULTANTS BIOS - continued

CHIEF WILLIAM O. LANDIS - will serve consultant and background investigator as needed

Public Safety, Investigation and Facilitation Consultant

Chief Landis has over 30 years of experience in law enforcement and has served as School Resource Officer, Bike Team Member, Detective, Corporal, Patrol Sergeant, Detective Sergeant, S.A.F.E. (SWAT) Team member/Leader/Commander, CINT (Negotiations) team member, Operations Lieutenant, Deputy Chief and now Police Chief. He has an Associate's degree in criminal justice from RCC, a Bachelor's degree in Fire Service Administration from Eastern Oregon University, and earned a Master's degree in Justice Administration and Crime Management from Bellevue University. Chief Landis was certified as a firefighter (Firefighter I), Deputy Medical Examiner, and holds an Executive Certificate from DPSST (Highest Police certification in Oregon). He is an active member of the International Association of Police (IACP), Oregon Association of Chiefs of Police (OACP), and serves as adjunct criminology professor at Rogue Community College.

CARL CROWN - will serve as senior consultant as needed

Human Resources and Facilitation Consultant

Carl Crown has over 35 years of experience in Human Resources and Training. Carl is the former Director of Human Resources for the County of Orange (retired), California. Carl started his county career in Human Resources as a Senior Project Manager working on various initiatives including Agency and Department reorganizations, comprehensive classification and compensation reviews, job redesign efforts and decentralization of Human Resources functions. Carl was then recruited by the County of Orange CIO to be the manager of the newly formed Client Services Division where Carl oversaw application development and support and business development. Shortly thereafter, Carl became the Interim Chief Technology Officer responsible for day-to-day operations of the Orange County Data Center and delivery of all Wide Area Network services across the County. Attesting to his leadership abilities and flexibility, he was asked by the CEO to serve as the Human Resources Director for the County where he supported 25 decentralized departments in all human resource capacities. Carl had many accomplishments as the Human Resources Director at the county, one of which was redesigning and implementing the County's new selection rules, which is a comprehensive approach to marketing open positions, streamlining the selection process, recruiter assessment, and overall improvement in the efficiencies and effectiveness of recruiting throughout the County. Carl came to the county after a 28 year career in the U.S. Coast Guard where he served as: Regional Director of Human Resources, Assistant Director of the Coast Guard Leadership and Management School, Director of Training Development for the USCG Reserve and Commanding Officer of Coast Guard bases in Hawaii and Southern California. Masters of Administration, Organizational and Human Resource Development and Bachelors of Administration, Biology University of Florida; and Training, George Washington University, Washington D.C.

III. PROJECT TIMELINE

Below is a sample of an executive search timeline (may vary with client and position and client's desired timeline)

Timeline	
Week of	Recruitment Elements
Week 1	- Secure services with search firm, W. Brown Creative Partners (WBCP) - WBCP: review search parameters and recruiting processes with Client - Interview with hiring authority and other stakeholders for competencies - Identification of advertising venues and ideal candidate prospects - Calls, meetings, or coordination with other stakeholders for information gathering
Week 1 - 2	- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure - Print coordination (if applicable)
Week 2 - 3	OPEN RECRUITMENT: Client approves/modifies advertising plan, marketing strategy, and recruitment timeline; - Finalize competencies and creative copy (brochure), for Client approval - Implement marketing plan and direct mail (if applicable) - Secure panel member calendars - Timeline may be extended if direct mail piece is included (i.e., print/postage) - Finalize: panel members and interview logistics and invitations to panel members
Week 4 - 6	Receive applications –<i>Collect and source applicants will continue until recruitment closes</i>
Week 7 - 8	CLOSE RECRUITMENT AND ADVERTISING - Conduct initial phone screen to identify short list of candidates - Preliminary check on short list candidates (Google search) - Candidate profiles developed and short list recommendations to client; Contractor will meet with client for short list selection
Week 9 - 10	SHORT LIST MEETING - Client confirms selection of candidates to be advanced to panel interviews - Finalize questions, presentation, in-basket (as determined) - Coordinate invitations with selected top candidates (short list) - Produce panel interview packets
Week 10 - 11	- WBCP facilitates interview process. A sample process includes the following: Day 1: Panel Interviews Conducted Day 2: 2nd Interviews with Executive Leaders 3rd interviews may be scheduled as needed with Boards/Commissions, etc. - As needed schedule staff and/or community discussions/meetings
5 days	- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists) - WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer
Hire Negotiations	- Hire date to accommodate possible candidate relocation - Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

IV. WBCP – REFERENCES

Client	Recruitments & Projects	Contact Information
Santa Barbara County California	Executive / Management Searches: ○ Director of Social Services ○ Director of Planning and Development ○ Director of Parks ○ Director of Behavioral Wellness ○ Assistant Chief Executive Officer, SBCERS (Employees' Retirement System) ○ Assistant Director of Planning and Development ○ Assistant Agricultural Commissioner/ Sealer ○ Assistant Human Resources Director ○ Assistant Training and Development Manager ○ Chief Deputy, County Counsel ○ Contracts Manager, Behavioral Wellness ○ County Counsel I, II, III, IV ○ Chief of Emergency Management ○ Chief Negotiator – Human Resources ○ County Surveyor ○ Deputy Director Community Services, Housing and Community Development ○ Deputy Director, Long Range Planning ○ Division Manager, Energy and Minerals, Planning & Development ○ Finance Manager, Behavioral Wellness ○ Financial Systems Analyst I/II and Sr. (4 positions, SBCERS and Auditor Controller) ○ Fiscal and Policy Analyst – CEO ○ Fire Division Chief, Admin and Support Svcs. ○ Executive Director, First 5 ○ First 5 Program Manager ○ IT Senior Security Engineer (2012 & 2015) ○ IT Networking Engineer ○ IT Senior Programmer ○ IT Operations Tech Support Supervisor ○ IT Infrastructure Virtualization Storage Engineer ○ IT Web Services Team Supervisor ○ Medical Director, ADMHS ○ Medical Director, Public Health Services ○ Physicians (5), Public Health Dept. FQHCs ○ Planners I, II, III, IV (13 positions) ○ Project Manager/Civil Engineer ○ Senior Financial Systems Analyst, SBCERS ○ Senior Human Resources Manager/Analysts (2) ○ Recruitment, Selection and Retention Manager ○ Training & Organizational Development Mgr. ○ Executive Director, Arts Commission	Jeri Muth Human Resources Director (retired 12/2015) jerrae99@roadrunner.com Melissa Grisales, Assistant Human Resources Director (805) 568-2819 mgrisales@co.santa-barbara.ca.us Terri Maus-Nisich, Assistant County Executive Officer (former Parks and Recreation Director), County of Santa Barbara tmaus@countyofsb.org Virginia M. Butterfield Technical Support Manager County of Santa Barbara 105 E. Anapamu, Suite 304 Santa Barbara, CA 93101 (805)568-2607 Office v.butterfield@co.santa-barbara.ca.us Dr. Takashi Wada Public Health Director TWada@co.santa-barbara.ca.us (805) 681-5105 Glenn Russell Director, Planning and Development grussell@co.santa-barbara.ca.us (805) 568-2085 Other Projects: ○ Salary and Benefits Benchmark Study (141 non-management positions 9 counties in 2 months) ○ Brand Strategy Report and Branding Manual ○ Recruiter Training; Research Projects ○ Vender Interviews and Selection ○ Nursing Professionals research

REFERENCES (continued)

Client	Recruitments & Projects	Contact Information
Napa County California	○ Director of Health and Human Services ○ Webmaster ○ Senior Database Administrator ○ PeopleSoft Sr. Financial Analyst ○ PeopleSoft Sr. HRM Analyst	Suzanne Mason, Former HR Director, Napa County; Current: Assistant City Manager, City of Palo Alto Suzanne.Mason@cityofpaloalto.org (650) 329-2533 (562) 631-2500
Marin County , California	○ Public Works Director ○ Director, Health and Human Services ○ Assistant Chief Financial Officer, HHS ○ Assistant Chief, Information Services & Technology ○ CFO, MCERA ○ County Counsel ○ Deputy Human Resources Director - Employee and Labor Relations Manager	Dianne Ooms, Human Resources DOoms@marincounty.org (415) 473-3045 Vicki Martinez; Health & Human Services (HHS); Human Resources 415-473-2670 vmartinez@marincounty.org
City of Ashland , Oregon	○ Director, Parks and Recreation ○ Administrative Services / Finance Director	Tina Gray, Human Resources Director tina.gray@ashland.or.us (541) 552-2101
City of Phoenix , Oregon	○ City Manager ○ Salary and Benefits Survey	Dave Kanner Interim City Manager 112 W 2nd (P.O. Box 330) Phoenix, OR 97535 541-535-1955 ext. 317 dave.kanner@phoenixoregon.gov Janette Boothe 541-535-1955 ext. 303 janette.boothe@phoenixoregon.gov
County of Orange , California	○ County Counsel ○ Registrar of Voters ○ Human Resources Manager ○ Recruiters (HR Analysts) ○ Many other various positions Other ○ Development of competency based recruiter assessment tools ○ Recruiter training ○ HR and Search Consulting (with decentralized HR Managers) ○ Project - Revise County selection rules	Jan Walden, former HR Director, Assistant CEO (949) 724-6277 Carl Crown, HR Director - Retired (714) 337-2846

REFERENCES (continued)

Client	Recruitments & Projects	Contact Information
City of San Rafael California	- Public Works Director - Community Services Director - Deputy Public Works Director (assist) - Economic Development and Innovation Director (assist)	Stacey Peterson Human Resources Director Stacey.Peterson@cityofsanrafael.org 916-934-9453
City of Calistoga California	Building Official	Dylan Feik dfeik@ci.calistoga.ca.us 707-942-2806
Stanislaus County California	- Director of Behavioral Health and Recovery Services - Public Health Official	Patricia Hill Thomas Chief Operations Officer 209.609.4334 thomasp@stancounty.com Assistant: Leticia Lomeli lomelil@stancounty.com (209)525-7693
Jackson County , Oregon	- Director, Finance(Treasurer, Tax Collection, Financial Accounting) - County Counsel - Sr. Assistant, County Counsel (2 positions) - Mental Health Specialist III (5 positions) - Children's Program Manager V Marketing / Creative Services: - Brochures - Recruitment Collateral - Printing	Human Resources Director (new hire - no direct work with this director other than support work) (541) 774-6019 BrooksJC@jacksoncounty.org Francis Weber – Former Human Resources Director f.webber@hotmail.com
Jackson County Fire District 5 Oregon	Fire Chief	Bill Robertson, Board of Director JCfD5 - billrobertson@jcf5.com ; Dr. Vicki Purslow, Chair, Board of Directors - purslow@jcf5.com ; 541.941.3640
Solano County California	- Director, Health & Social Services - Assistant Director, Health & Social Services - Labor Relations Manager	Birgitta Corsello County Administrative Officer 707-784-6108 becorsello@solanocounty.com Marc Fox, Human Resources Director (707) 784-2552 MAFox@SolanoCounty.com
City of Medford , Oregon	Projects: 2014/15 - Redo all citywide job descriptions; - Salary/benefits survey; equity gap study; leadership training on competency model integration in job descriptions, development, performance, etc.	Mike Snyder Human Resources Director 541-774-2011 Michael.Snyder@cityofmedford.org

REFERENCES (continued)

Humboldt County , California	○ Director, Health and Human Services Dept. Other Projects ○ Department of Health and Human Services Assessment	Supervisors: ○ Ryan Sundberg rsundberg@co.humboldt.ca.us ○ Virginia Bass vbass@co.humboldt.ca.us ○ Rex Bohn rbohn@co.humboldt.ca.us ○ Estelle Fennell efennell@co.humboldt.ca.us ○ Mark Lovelace mlovelace@co.humboldt.ca.us
County of San Luis Obispo , California	○ Software Engineer, Senior ○ Software Engineer, I, II, III ○ Social Services Director ○ SAP Engineer	Shawn Shurick, PMP IT Manager - Applications Information Technology County of San Luis Obispo Ph: (805)781-1190 sshurick@co.slo.ca.us
Latino Public Broadcasting , California	○ Executive Director	Edward James Olmos Chairman of the Board Latino Public Broadcasting laraza7@aol.com Patricia Boero Former Executive Director Latino Public Broadcasting pboero@mindspring.com
Futures Without Violence , California Formerly: Family Violence Prevention Fund	○ Chief Operating Officer/Chief Financial Officer	Esta Solar, Founder/CEO (415) 252-8900 Laura Hogan, Former VP of Programs, The California Endowment: 916-798-7265; Laurahogan100@gmail.com
Community Food Bank , California	○ Chief Executive Officer ○ Development Director ○ Finance Director	David L. Schechter, Ph.D., M.B.A. Associate Vice President for Faculty Affairs, CSU - Bakersfield Office of the Provost and Vice President for Academic Affairs Direct: 1-661-654-6324 Email: dschechter@csu.edu Julie Olsen-Buchanan, Ph.D., Board Member & Dept Chair and Professor, Department of Management, Craig School of Business, CSU, Fresno julieo@csufresno.edu Andy Souza, CEO, Community Food Bank, asouza@communityfoodbank.net
Gold Coast Health Plan , California	○ Director of Health Services	Nancy Wharfield MD Medical Director, Health Services Gold Coast Health Plan (805) 981-6651 NWharfield@goldchp.org

V. PROFESSIONAL FEES & EXPENSES

FULL SEARCH SERVICES

The total fee for professional consulting for this search is \$17,500. This includes all work outlined in Phases I – IV in the proposal's scope of work, not including expenses. Consulting fees will be billed in thirds at the beginning, middle (short list selection), and end of the recruitment process.

Expenses will not to exceed \$5,900 and include advertising, brochure design, panel packet content, delivery charges, printing and postage, fees for background checks (not onsite investigations), reference checks, and consultant travel expenses (including 2 trips to Client location for the short list selection meeting and final interviews). Once we have conducted Phase I of the recruitment, we will provide an itemized list of advertising and marketing expenses for client approval.

Additional Fees and/or Services:

- If it is required to have an additional facilitator to accommodate a multiple panel interviewing process, additional fees will be \$1,200.
- Onsite background investigations are \$2,500, plus expenses.

Guarantee

- (1) We guarantee successful placement, and will provide continued consulting services (however, client will pay for any additional direct cost expenses) until we are successful.
- (2) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the first year of service, WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting fees to replace a candidate will be free, however client pay for any additional expenses.

PARTIAL SEARCH SERVICES: WBCP provides partial search services. These services are provided in three tiers:

Partial Recruitment - Advertising and Headhunting:

Total approximately \$7,000 (or less):

\$2,500 for consulting services; plus estimated expenses will be approximately;
\$3,500 – 4,500 for the advertising plan and creative brochure.

- **\$2,500 consulting services includes:**
 - Talk with hiring authority and other stakeholders to get ideal candidate profile
 - Develop a recruitment timeline
 - Produce recruitment announcement
 - Produce and implement advertising plan and manage that plan
 - Headhunt (LinkedIn, past lists, databases, associations, etc.)
 - Direct mail may be needed to reach a niche audience – if this is needed it will be included as an item in the advertising plan
 - No guarantee
 - No travel to client location
 - No interview panel coordination
 - No background or reference checks provided

Partial recruitment – up to interviews

Total approximately \$16,000:

\$11,500 for consulting services; estimated expenses will be approximately
\$3,500 – 4,500 for the advertising plan and creative brochure.

- **\$11,500 consulting services includes:**
 - Services include everything listed under Advertising and Headhunting above, and
 - Screening of candidate applications
 - Phone screens
 - Short List Selection with client to determine candidates we are inviting to interview
 - Coordinate candidate invitations to interviews
 - Production of recommended questions for interviews
 - No guarantee
 - No travel to client location
 - No interview panel coordination
 - No background or reference checks provided

WBCP Hourly Services: hourly search services are recommended for hard-to-fill positions like line staff IT positions.

- **Hourly services range from:**
 - \$79.00/hr. recruitment staff support
 - \$125.00/hr. executive recruitment services

OTHER SERVICES

Onsight Background Investigations:

- Background investigation services are available for an additional fee of **\$2,500, plus expenses.**

Salary and Compensation Studies

- Contact WBCP for a quote

VI. SUPPORTING INFORMATION / DOCUMENTATION

WBCP has been in business since 2004 and is licensed as a business operating in Central Point, Oregon, along with regional satellite offices located in the Northern and Southern California. WBCP has been hiring public sector and nonprofit professionals since 1999 and currently supports a client base of public sector and nonprofit organizations across California and Oregon.

A. Employment Opportunity

WBCP is committed to providing equal employment opportunity to all applicants and employees in accordance with all applicable equal opportunity and affirmative action laws, directives and regulations of Federal, State and Local governing bodies.

In keeping with this commitment, WBCP will recruit, hire, train and promote into all job levels the most qualified individuals without regard to race, color, creed, religion, sex, national origin, ancestry, marital status, status with regard to public assistance, disability, age, sexual orientation preference, military status, or status as a special disabled or veteran.

WBCP will base all of its employment decisions on job-related standards and its commitment to equal employment opportunity. WBCP will ensure that all human resources matters are administered accordingly. WBCP will commit meaningful time and resources toward the achievement of its equal opportunity and affirmative action goals.

B. Insurance

WBCP has \$2,000,000 liability insurance, and \$2,000,000 errors and omission insurance and will provide necessary certificate(s) to the Client upon request.

C. Recruitment Samples (provided as separate attachments)

CLIENT APPROVAL

SIGNATURE

DATE



COUNCIL COMMUNICATION

CC #: 8975
File #: 0600-01

Title: Classification & Compensation - Professional Services Agreement Amendment
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute a Professional Services Agreement with Bryce Consulting, Inc. for employee salary classification and compensation analysis City-wide.

BACKGROUND

Bryce Consulting, Inc. has provided professional consultation services in the area of employee classification and compensation for the City in the past, and the City wishes to continue with the services offered. The City plans to utilize the attached Scope of Work which includes performing ongoing classification and compensation analysis upon request.

FISCAL IMPACT

Total compensation shall not exceed \$50,000. This cost is budgeted in the current approved FY 2018 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Consulting Services 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,

Linda Hampton, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-05

Bryce Consulting PSA

RESOLUTION NO. 18-05

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND BRYCE HR CONSULTING, INC.,
AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a second amendment to professional services agreement regarding
classification and compensation studies, by and between the City of Roseville and Bryce HR
Consulting, Inc., has been reviewed by the City Council; and

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

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

Project: Classification and Compensation Studies

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Bryce HR Consulting, Inc., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated August 4, 2015 and amended on February 17, 2016 (“Agreement”) regarding Classification and Compensation Studies (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated September 27, 2017, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay fifty thousand dollars (\$50,000), in consideration of the additional services as set forth in Exhibit "A" to the Second Amendment to Agreement. This brings the total not to exceed contract amount to one hundred thousand dollars (\$100,000)."

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 Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BRYCE HR CONSULTING, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: [Signature]
its: President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: [Signature]
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

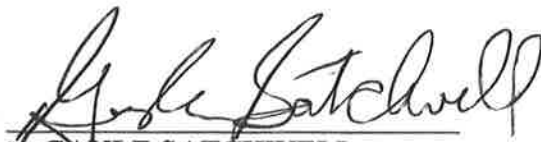

GAYLE SATCHWELL
Human Resources Director

EXHIBIT “A”



Date: September 27, 2017
To: Linda Hampton, Human Resources Manager
From: Shellie Anderson, Principal
Subject: Scope of Work

Bryce Consulting is pleased to submit a scope of work to the City of Roseville. Bryce will be available on an as needed basis to review positions identified by the City to ensure the classification is appropriate for the duties being performed as well as to ensure the job description is accurate and current. Additionally, the consultant will assist the City as requested with the development of new job descriptions. Bryce will also assist the City with any compensation data collection or updates to the compensation study.

It is estimated that the above tasks will result in a total of 312 hours of professional services at a rate of \$160 per hour, for a not to exceed amount of \$50,000.



COUNCIL COMMUNICATION

CC #: 8972
File #: 0800-03

Title: Power Management Services - Service Agreement Amendment
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the Amendment No. 2 to Service Agreement with Alliance for Cooperative Energy Services Power Marketing LLC (ACES). The amendment adds the ability for ACES to execute transactions beyond one month at Roseville's direction. There is no fiscal impact associated with the execution of the Amendment No. 2.

BACKGROUND

Power management services are a key component of Roseville's power supply and energy risk management operations. Roseville entered into Power Management Services Agreement with ACES on June 1, 2016. One of the terms of the original agreement is for ACES to provide short-term transaction execution services to Roseville. ACES offered to provide longer term transaction execution services to Roseville for no additional cost and on an as needed basis. Amendment No. 2 adds this service to the contract. This amendment does not change ACES' trading authority as reflected in Roseville's Energy Trading Authority Policy approved by City Council on February 1, 2017. All long-term transactions executed by ACES will be at the explicit direction of Roseville.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the Amendment No. 2. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

There are no jobs or economic development impacts from enacting the amendment.

ENVIRONMENTAL REVIEW

This service 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 Resource Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-03

Amendment No. 2 to ACES original SA

RESOLUTION NO. 18-03

APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 2 to Service Agreement for power management services, between the City of Roseville and Alliance for Cooperative Energy Services Power Marketing LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 2 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

AMENDMENT No. 2

This Amendment, effective January 11, 2018, amends that certain Service Agreement ("SA") by and between Alliance for Cooperative Energy Services Power Marketing LLC ("ACES") and the City of Roseville, California ("Roseville"), dated May 19, 2016. The Parties agree as follows:

I. SERVICES: The following Services shall be added under Section II, A, 2, Long-term Portfolio Strategy:

☒ 2) **Origination (4 months to 20 years):** ACES will find, negotiate, price, structure and execute transactions for seasonal to long-term over-the-counter products intended to enhance Roseville's portfolio power supply or hedge position. Transactions are subject to specific delegations given to ACES by Roseville (generally for 1 month to 20 year forward contracts). In this context, Origination services:

- Deliver structured or longer-term power market products and hedges;
- Maintain commercial relationships with existing and potential market counterparties such as banks and other utilities;
- Engage market counterparties for specific deal negotiation and execution;
- Make pricing evaluations of potential product or asset opportunities from a market-comparable perspective;
- Coordinate application of originated products in context of the overall Roseville portfolio management;
- Employ both financially-settled and physical delivery wholesale products for power and generation fuels;
- Provide collaborative commercial advice to Roseville for counterparty and product choices; and
- Provide market intelligence and analysis on issues impacting energy markets and counterparties.

☒ Roseville authorizes the use of CFTC jurisdictional transactions.

☐ Roseville does not authorize the use of CFTC jurisdictional transactions.

II. TERM: The Term of this Amendment shall commence as of the date written above and shall run concurrent with the term of the existing Agreement.

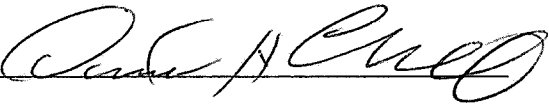
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed and delivered by their respective duly authorized officers on the dates indicated.

PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS BROCHURE OR ACCOUNT DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMODITY FUTURES TRADING COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMODITY FUTURES

TRADING COMMISSION HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR THIS BROCHURE OR ACCOUNT DOCUMENT.

**ALLIANCE FOR COOPERATIVE
ENERGY SERVICES POWER
MARKETING LLC**

CITY OF ROSEVILLE

By: 

Name: David H. Claspell

Title: Senior Vice President & CFO

By: _____

Name: _____

Title: _____



COUNCIL COMMUNICATION

CC #: 8977
File #: 0800-03

Title: Annual Power Source Disclosure Resolution
Contact: Jamie Johnson 916-746-1687 jjohnson@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.12.

RECOMMENDATION TO COUNCIL

This item is requesting that City Council adopt a resolution approving the 2016 Annual Power Source Disclosure Report and Attestation of the Veracity of the Annual Report, as required under state law. Approval of this resolution has no financial impact to the City of Roseville.

BACKGROUND

Senate Bill 1305 (SB 1305), was approved in 1997, to ensure that all retail suppliers of electricity disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is commonly referred to as the Power Disclosure Report. Roseville Electric Utility (Roseville) submits an annual Power Source Disclosure (PSD) Report to the California Energy Commission (CEC) by June 1st of each year. The information contained in this reporting is used to prepare the annual Power Content Label (PCL), which is mailed to our customers around October of each year.

For 2017, and subsequent reports, the regulation for the PSD reporting was updated and the changes were effective in October 2016. The changes included a provision that requires utilities to engage a third-party certified public accountant (CPA) to perform an audit to verify the specific purchases, resales, and self-consumption of energy by fuel type. The regulation includes an exemption from the audit requirement for publically owned electric utilities, "if the governing board of directors approves at a public meeting the submission to the Energy Commission of an attestation of the veracity of the annual report."

Roseville staff filed the annual PSD report to the CEC in May 2017 when it was due. The PCL was mailed (in some instances electronically) to each electric customer in September 2017, in accordance with the regulation. This resolution approves the annual PSD Report submission and provides the attestation to the veracity of the report as required for exemption from the third party audit.

FISCAL IMPACT

Approval of this Resolution has no financial impact to the City of Roseville.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This Services 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,

Jamie Johnson, Electric Compliance Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-07

CEC Amended Regulation

2016 Power Source Disclosure

RESOLUTION NO. 18-07

APPROVING THE 2016 ANNUAL POWER SOURCE DISCLOSURE REPORT AND
ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT

WHEREAS, Senate Bill 1305 was adopted in 1997, establishing a Power Source Disclosure Program that requires retail sellers of electricity to annual submit a power source disclosure report to the California Energy Commission, and;

WHEREAS, Roseville Electric Utility is a retail seller of electricity as defined by the Power Source Disclosure Program, and;

WHEREAS, the Power Source Disclosure Regulation was updated effective October 31, 2016, requiring an annual audit by an outside certified public accountant of the information in the annual Power Source Disclosure Report, and;

WHEREAS, a publically owned utility (POU) are exempt from the annual audit requirement if the governing body of the POU approves at a public meeting the submission to the Energy Commission of an attestation of the veracity of the annual report, and;

WHEREAS, Roseville Electric Utility staff prepared and submitted the 2016 Annual Power Source Disclosure Report to the Energy Commission in accordance with the Regulation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2016 Annual Power Source Disclosure Report is approved and provides attestation of the veracity of the annual report submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2017, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

DOCKETED

Docket Number:	14-OIR-01
Project Title:	Power Source Disclosure Program Rulemaking
TN #:	216978
Document Title:	Power Source Disclosure Program Amended Regulations
Description:	Effective October 31, 2016 (Revised Version) This document Supersedes TN 216975
Filer:	Judi Carter
Organization:	California Energy Commission
Submitter Role:	Commission Staff
Submission Date:	4/12/2017 10:39:06 AM
Docketed Date:	4/12/2017

California Energy Commission

AMENDED REGULATIONS

Effective October 31, 2016

Power Source Disclosure Program Regulations

California Energy Commission

Edmund G. Brown Jr., Governor

October 2016 | CEC-300-2017-048



California Energy Commission

Robert B. Weisenmiller, Ph.D.

Chair

Commissioners

Karen Douglas, J.D.

J. Andrew McAllister, Ph.D.

David Hochschild

Janea A. Scott

Kevin Chou

Lisa DeCarlo

Caryn Holmes

Jordan Scavo

Primary Authors

Bill Blackburn

Natalie Lee

Office Managers

RENEWABLE ENERGY OFFICE

Courtney Smith

Deputy Director

RENEWABLE ENERGY DIVISION

Robert P. Oglesby

Executive Director

NOTE TO READERS

This is an unofficial compilation of the Energy Commission's regulations in the California Code of Regulations, title 20, sections 1391 to 1394. It is provided for informational purposes. The official regulations are maintained by the Office of Administrative Law (<http://www.oal.ca.gov/>) and published in the California Code of Regulations.

Division 2. State Energy Resources Conservation and Development Commission

Chapter 3. Data Collection

Article 5. Electricity Generation Source Disclosure

§ 1391. Definitions.

(a) **"Balancing authority"** means the responsible entity located within California that integrates resource plans ahead of time, maintains load-interchange generation balance within a balancing authority area, and supports interconnection frequency in real time.

(b) **"Electric service product"** means the electrical energy produced by a generating facility that a retail seller offers to sell to consumers in California under terms and conditions specific to an offer or to a tariff. It does not include the provision of electric services on site, sold through an over-the-fence transaction, as defined in Section 218 of the Public Utilities Code, or sold or transferred to an affiliate, as defined in subdivision (a) of Section 372 of the Public Utilities Code.

(c) **"Eligible renewable"** means electrical generation from a facility that is certified pursuant to the Renewables Portfolio Standard Program (Article 16 (commencing with Section 399.11)) of the Public Utilities Code, and uses one of the following fuel types:

(1) Biomass and biowaste.

(2) Geothermal.

(3) Eligible hydroelectric.

(4) Solar.

(5) Wind.

(d) **"Energy Commission"** means the State Energy Resources Conservation and Development Commission.

(e) **"Facility"** means one or all generating units at an electric generating station.

(f) **"Fuel type attribute"** means the fuel or technology type used to generate a quantity of kilowatt hours, specified using the categories identified in subsections (d)(1) and (2) of section 1393, and subsection (b)(3)(C) of section 1392.

(g) "**Generating facility output**" means the electrical energy and/or fuel type attribute, denominated in kilowatt hours, that is produced by a specific generating facility.

(h) "**Generating unit**" means a device that converts mechanical, chemical, electromagnetic, or thermal energy into electricity and that:

(1) has an electric output capable of being separately identified and metered;

(2) is located within the Western Electricity Coordinating Council interconnected grid;
and

(3) is capable of producing electrical energy in excess of a generation station's internal power requirements.

(i) "**Generator**" means the initial seller of electrical energy produced by a generating unit.

(j) "**Independent System Operator**" or "**ISO**" means the entity that is subject to the requirements of Section 345 et seq. of the Public Utilities Code.

(k) "**Large hydroelectric**" means the power source created when water flows from a higher elevation to a lower elevation and that is converted to electrical energy in one or more generators at a single facility, the sum capacity of which exceeds 30 megawatts.

(l) "**Local publicly owned electric utility that does not utilize the Independent System Operator**" means any of the following entities that owns generation facilities that are not individually metered by the ISO: (1) a municipality or municipal corporation operating as a public utility district furnishing electric services; (2) an irrigation district furnishing electric services; or (3) a joint powers authority that includes one or more of the entities identified in (1) or (2) and that owns generation or transmission facilities, or furnishes electric services over its own or its members' electric distribution system.

(m) "**Net electricity generated**" means electricity generated by any generating facility, less any generation used on-site, sold through an over-the-fence transaction, as defined in Section 218 of the Public Utilities Code, or sold or transferred to an affiliate as defined in subdivision (a) of Section 372 of the Public Utilities Code.

(n) "**Out-of-State power**" means power generated entirely outside the state which is sold for wholesale or retail purposes in California.

(o) "**Pool**" means an entity into which multiple generators deliver generating facility output and out of which multiple retail suppliers purchase generating facility output, such that buyer and seller may not have knowledge of each other's identities. The amount of electrical energy

delivered into and purchased from the pool must be equal, and the amount of fuel type attribute delivered into the pool must be equal to or greater than the amount of fuel type attribute purchased from the pool.

(p) "**Product-specific written promotional materials that are distributed to consumers**" means any paper, electronic, or other media that contain words pertaining to a specific electric service product being advertised or offered and that are distributed to consumers or made available over the Internet. It does not include advertisements and notices in general circulation media.

(q) "**Report electronically**" means to provide files in either a database or spreadsheet format that can be read by the most recent version of either Microsoft™ Excel or Microsoft™ Access.

(r) "**Retail supplier**" or "**retail provider**" means an entity that offers an electric service product for sale to retail consumers in California.

(s) "**Scheduling Coordinator**" means any entity certified by the Independent System Operator for the purposes of undertaking the functions specified in Section 4.5.1 of the Independent System Operator Tariff. (Fifth Replacement FERC Electric Tariff, December 1, 2014)

(t) "**Specific purchase**" means a transaction in which generating facility output is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the generating facility output claimed has been sold once and only once to retail consumers. Retail suppliers may rely on annual data to meet this requirement, rather than hour-by-hour matching of loads and resources. Specific purchases include electrical transactions from facilities owned or controlled by the retail supplier.

(u) "**System Operator**" has the same definition as balancing authority and includes the Independent System Operator as defined in subsection (j) of this section, and each local publicly owned electric utility that does not utilize the Independent System Operator, as defined in subsection (l) of this section.

(v) "**Total California system electricity**" means the sum of all in-state generation and net electricity imports by fuel type.

(w) "**Unspecified sources of power**" means electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, including a tradable commodity system, that provides commercial verification that the electricity source claimed has been sold once and only once.

Note: Authority cited: Section 25213, Public Resources Code; and Sections 398.3-398.5, Public Utilities Code. Reference: Sections 25216 and 25216.5, Public Resources Code; and Sections 398.1-398.5, Public Utilities Code.

§ 1392. Generation Disclosure.

(a) Method and Timing of Submissions

(1) All submissions to the balancing authority required by subdivision (a)(2) of this section must be provided to the balancing authority by the generator, either directly or through a Scheduling Coordinator.

(2) Each generator that provides meter data to a balancing authority, either directly or through a Scheduling Coordinator, shall report the information specified in subsection (b) of this section to the balancing authority within forty-five days of the end of each calendar quarter beginning with the quarter ending December 31, 1998.

(b) Content and Format of Submissions to the Balancing Authority

(1) General Information:

(A) Name and telephone number of person to contact about the submission;

(B) Generator name, address, and an identification number provided by the balancing authority, or in the event that the balancing authority does not provide an identification number to the generator, by the Energy Commission;

(C) For each generating facility that generates electrical energy consumed in California, the generating facility name, location, either by street address or by longitude and latitude, and an identification number provided by the U.S. Energy Information Agency, or, in the event that the U.S. Energy Information Agency does not provide an identification number to the generating facility, by the Energy Commission.

(2) Generation Information: Generators shall report electronically the electricity generated in kilowatt hours by hour by each generating facility, in each month of the preceding quarter.

(3) Fuel Information:

(A) For generating facilities using only one type of fuel, generators shall report electronically the type of fuel consumed in the preceding quarter.

(B) For generating facilities using more than one fuel type, generators shall report electronically the fuel consumed in each month of the preceding quarter as a percentage of the total fuel used for electricity generation.

(C) Fuel shall be reported in the following categories:

1. Eligible renewable, which shall be reported in the following subcategories:

a. Biomass and biowaste

b. Geothermal

c. Eligible hydroelectric

d. Solar

e. Wind

2. Coal

3. Natural gas

4. Large hydroelectric

5. Nuclear

6. Other

(c) Balancing Authority Responsibilities

(1) Subject to the limitations described in subsection (c)(2) of this section, all data provided to the balancing authority pursuant to subdivision (b) of this section will be reported electronically to the Energy Commission either by providing a computer disk containing the information, or by providing electronic access to the information. This access shall be provided to the Energy Commission within 60 days of the end of each calendar quarter.

(2) Limitations on Energy Commission Access:

(A) The balancing authority is not required to provide the Energy Commission with any information submitted under subdivision (b)(3) of this section that specifies the amount of fuel consumed at a generating facility.

(B) The balancing authority is not required to provide the Energy Commission with any information submitted under subdivision (b)(3) of this section for out-of-state power.

(d) The following requirements apply to generation and fuel information that is reported for any generation that is sold in an electric service product for which a claim of specific purchases is made.

(1) The generation and fuel information must be reported from individually metered generating facilities.

(2) If generation or fuel information for electrical energy that is sold in an electric service product for which a claim of specific purchases is made is not reported pursuant to subdivision (a) of this section, the generator shall report electronically the information specified in subdivision (d)(2)(A)-(C) of this section to the Energy Commission by March 1 of each year beginning in 1999 for each generating facility that generated such electrical energy in California. If the information is provided to the Energy Commission in another filing, the generator may submit a statement identifying the filing and section of the filing in which the information is contained in lieu of a separate filing pursuant to this subdivision.

(A) General Information:

1. Name and telephone number of person to contact about the submission;
2. Generator name, address, and an identification number provided by the balancing authority, or in the event that the balancing authority does not provide an identification number to the generator, by the Energy Commission;
3. For each generating facility, the generating facility name, location, either by street address or by longitude and latitude, and an identification number provided by the U.S. Energy Information Agency, or, in the event that the U.S. Energy Information Agency does not provide an identification number to the generating facility, by the Energy Commission.

(B) Net electricity generated by the generating facility in kilowatt hours in the previous calendar year; and

(C) Type of fuel consumed by the generating facility as a percentage of electricity generation in the previous calendar year, using the categories specified in subdivision (b)(3)(C) of this section.

(3) When a retail supplier's claim of specific purchases mandates that a generator comply with the reporting requirements of subdivision (d)(2) of this section, the retail supplier shall inform the generator that he or she must comply with these reporting requirements.

Note: Authority cited: Section 25213, Public Resources Code; and Sections 398.3 and 398.5, Public Utilities Code. Reference: Sections 25216 and 25216.5, Public Resources Code; and Sections 398.3 and 398.5, Public Utilities Code.

§ 1393. Retail Disclosure to Consumers.

(a) For purposes of this section, the following definitions apply:

(1) "Annual disclosure" means the annual disclosure required under Public Utilities Code section 398.4(c).

(2) "Marketing disclosure" means the disclosure required under Public Utilities Code section 398.4(b).

(3) "Power content label" means the information disclosed to consumers pursuant to the format requirements of this section.

(4) "Eligible renewable" means eligible renewable as defined in section 1391 of this article.

(b) Pursuant to Section 398.4 of the Public Utilities Code, each retail supplier shall disclose to consumers the fuel mix of each electric service product that was sold during the previous calendar year, and separately disclose total California system electricity, using the schedule and format specified in this section.

(c) Each retail supplier shall disclose the information required in this section to consumers according to the following schedule:

(1) Marketing disclosures shall be provided in all product-specific written promotional materials that are distributed to consumers, as defined in subsection (p) of section 1391 of these regulations.

(2) Annual disclosures shall be provided by United States mail to customers of the electric service product and to the Energy Commission on or before the end of the first complete billing cycle for the third quarter of the year. Retail suppliers may provide annual disclosures to customers via electronic mail, provided that the customer has consented to receiving electronic mail notice in lieu of service by United States mail. Annual disclosures shall also be displayed on the website of the retail supplier.

(d) Each retail supplier shall disclose the following information in all power content labels about the fuel mix of the electric service product and of total California system electricity:

(1) Fuel mix information shall be provided using the following fuel type categories and in the following order, rounded to the nearest percent:

A. Eligible renewable

B. Coal

C. Large hydroelectric. For the purposes of this section, a pumped storage hydroelectric facility that consumes more electricity than it generates in a reporting year shall specify zero kilowatt hours of net electricity purchased.

D. Natural gas

E. Nuclear

F. Other

G. Unspecified sources of power

(2) The retail supplier shall include the following subcategories within the eligible renewable category:

A. Biomass and biowaste

B. Geothermal

C. Eligible hydroelectric

D. Solar

E. Wind

(3) The calculations identified in this section shall be based on net purchases of all specific purchases and unspecified sources of power acquired during the previous calendar year. Calculations shall be made using the information reported to the Energy Commission in the retail supplier's annual report as outlined in Section 1394 (a)(2)(A)(2).

(4) The fuel mix disclosed by retail suppliers that offer an electric service product to retail consumers in California and one or more other states shall reflect the entire portfolio of resources of that product.

(e) Each retail supplier shall provide disclosures for each electric service product offered using a power content label. The power content label shall use the following format:

(1) All information contained in the power content label shall appear in one place without other intervening material.

(2) Location of the power content label.

(A) If the retail supplier offers materials that consist of more than one page, the power content label or a note telling the customer where the power content label can be found, shall appear on the cover page or the first facing page. If a note is used to tell the customer where the power content label can be found, the note shall appear in a type size no smaller than 10 point.

(B) Notwithstanding the provisions of subdivision (e)(2)(A) of this section, if the promotional materials pertain to more than one electric service product and contain multiple pages, the power content label for each product may appear on the page discussing that electric service product.

(3) Each retail supplier shall use the power content label template provided by the Energy Commission on its website at <http://www.energy.ca.gov/pcl/> to generate its power content label. The retail supplier shall input its fuel mix percentages in the fields in the column labeled "[year] Power Mix." The final column shall contain California total system power. At the bottom of the box containing the power content label, the following note shall appear: "For specific information about this electricity product, contact [Company Name] [Company Phone Number]. For general information about the Power Content Label, contact the California Energy Commission at 1-800-217-4925 or www.energy.ca.gov/pcl/", where "Company Name" is the name of the retail provider. The format of the power content label may not be altered by the retail supplier.

Note: Authority cited: Section 25213, Public Resources Code; and Section 398.4, Public Utilities Code. Reference: Sections 25216 and 25216.5, Public Resources Code; and Section 398.4, Public Utilities Code.

§ 1394. Annual Submission to the Energy Commission.

(a) Retail Supplier Report.

(1) On or before June 1 of each year, each retail supplier shall provide a filing to the Energy Commission, providing the information identified in subdivisions (a)(2)(A)-(D) below for each electric service product.

(A) Retail suppliers must provide this information on the Annual Report forms provided by the Energy Commission.

(B) The retail supplier must provide one paper copy, with an original signature, or an electronic copy of the original document containing the original signature.

(C) The report must include an attestation, signed by an authorized agent of the retail supplier under penalty of perjury, that the generating facility output claimed by the retail supplier as a specific purchase during the previous calendar year was sold once and only once to retail customers of that retail supplier, and that the information provided in the report is true and correct.

(D) All fuel type attribute information shall be provided using the fuel type categories identified in subdivisions (d)(1) and (2) of section 1393.

(E) Retail suppliers may provide the information specified in subdivisions (a)(2)(A)-(D) of this section by providing a reference to the date and title of a filing made to the Energy Commission containing the information specified in that subsection.

(2) Informational Requirements.

(A) Purchases

1. For each source of generating facility output from which a specific purchase was made, the retail supplier must include the following information: facility name or pool name, fuel type, state or province the facility is located in, facility or pool number provided by the U.S.

Energy Information Agency (EIA), WREGIS, or the Federal Energy Regulatory Commission (FERC), gross kilowatt hours purchased, kilowatt hours resold or consumed on-site, and the resultant calculation of net specific purchases. This information shall be provided on the current version of Schedule 1 prepared by the Energy Commission.

2. All specific purchases and unspecified sources of power shall be reported on Schedule 1 as individual line items of gross kilowatt hours of purchased electricity and net kilowatt hours of purchased electricity, which shall be calculated by subtracting resold and consumed electricity. All reported purchases shall be denominated in thousands of kilowatt hours.
3. Retail suppliers who make specific purchases obtained from a pool must reference a filing made no later than June 1 of the current calendar year to the Energy Commission by the pool that includes the following information:
 - a. For each generator that provided generating facility output into the pool, the facility name, fuel type, state or province the facility is located in, facility number provided by EIA, WREGIS, or FERC, and total number of kilowatt hours provided into the pool. This information shall be provided on the current version of Schedule 3 prepared by the Energy Commission.
 - b. For each purchase of generating facility output from the pool, the amount of kilowatt hours purchased by each purchaser by fuel type. This information shall be provided on the current version of Schedule 4 prepared by the Energy Commission.

(B) Retail Sales: The retail supplier filing shall include each electric service product name, the kilowatt hours, in thousands, sold for each product from specific purchases by fuel type and unspecified sources of power, and total retail sales. This information shall be provided on the current version of Schedules 1 and 2 prepared by the Energy Commission.

(C) Comparison of Total Purchases and Sales: The retail supplier filing shall include total net specific purchases by resource type and total net purchases of unspecified sources of power, consistent with subdivision (a)(2)(A) above, minus total retail sales for all products, consistent with subdivision (a)(2)(B) above. This

information shall be provided on the current version of Schedule 2 prepared by the Energy Commission.

(D) Power Content Label: The retail supplier shall provide to the Energy Commission a copy of each marketing and annual disclosure provided to customers pursuant to subdivisions 1393 (c)(1) and (2).

(b) Agreed-upon Procedures

(1) By October 1 of each year, all retail suppliers shall provide a report prepared by an auditor who has conducted the procedures identified in Appendix A of these regulations. The report shall contain a summary of the results of the procedures and a proof of service of the annual power content label to customers.

(2) A retail supplier that is a public agency providing electric services is not required to comply with the provisions of subdivision (b)(1) for one electric service product if the board of directors of the public agency approves at a public meeting the submission to the Energy Commission of an attestation of the veracity of the annual report. A report in accordance with subdivision (b)(1) shall be submitted for each additional electric service product it offers to its customers.

(c) The Energy Commission may on its own motion, or as a result of a request from a member of the public or other agency, investigate electricity transactions identified by a retail supplier to determine whether the transactions are traceable to specific generating facilities and whether they provide commercial verification that the electricity source claimed has been sold once and only once to retail consumers. In conducting its investigation, the Energy Commission may require the production of the service lists used to comply with the requirements of subdivision (b) of this section, as well as commercial documents, such as contracts, invoices, the verification procedures performed pursuant to subdivision (b) of this section, and attestations.

Note: Authority cited: Section 25213, Public Resources Code; and Section 398.5, Public Utilities Code. Reference: Sections 25216 and 25216.5, Public Resources Code; and Section 398.5, Public Utilities Code.

APPENDIX A: AGREED-UPON PROCEDURES

(a) This appendix describes the agreed-upon procedures that retail suppliers shall use to comply with the requirements of subdivision (b)(1) of Section 1394 of these regulations. These procedures shall be performed for each electric service product for which specific purchases were made during the previous calendar year, unless the exemption identified in subdivision (b)(2) of Section 1394 of these regulations is applicable. The procedures in subdivision (c)(1), and (c)(2) of this Appendix are applicable to all transactions relating to the fuel mix of the product, and the procedures in subdivision(c)(3) are applicable to the power content labels disclosing the fuel mix of the product. The procedures described in subdivision (c)(4) are also applicable to transactions in which the purchase of generating facility output is traced from a specific generating facility to a retail customer through a pool.

(b) The retail supplier must engage an independent accountant or certified internal auditor to perform the procedures identified in subdivision (c) below, in accordance with the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements, Section 600 or under Statements on Auditing Standards, Section 622. The accountant shall provide a report to the Energy Commission no later than October 1 of each year summarizing the results of the procedures.

(1) The accountant must be a Certified Public Accountant in good standing with the AICPA or a Certified Internal Auditor in good standing with the Institute of Certified Internal Auditors.

(2) The accountant or auditor may use sampling techniques following the guidance set forth in the AICPA AU Section 350, *Audit Sampling*, provided that the sample size is determined using a confidence level of 90 percent, a tolerable deviation of 10 percent, and an expected deviation rate of 3 percent, and the total population size is determined. The program participant will need to determine the population size (estimates are acceptable). The sample size shall be determined by using a statistical sampling program, and sample selection shall be made on a random basis using a random number generator. In any event, no more than 50 percent (50%) of the selected transactions may relate to any one month unless more than 50 percent (50%) of the population relates to the same month. All parameters and deviations used and the sample size must be described in the report. If the accountant chooses not to use sampling techniques, testing of 100 percent (100%) of the population must be performed.

(c) Agreed-Upon Procedures

(1) Purchases: The auditor shall review the information used to prepare Schedules 1 and 2 and perform the procedures identified below, noting any exceptions.

(A) The auditor shall agree the specific purchases and resales/self-consumption by facility or pool name, facility or pool number provided by EIA, WREGIS, or FERC, and kilowatt hours and fuel type from the information used to prepare

Schedule 1 to Schedule 1. The auditor shall agree the purchases of unspecified sources of power and resales/self-consumption from the information used to prepare Schedule 1 to Schedule 1. The auditor shall also test the mathematical accuracy of Schedule 1.

(B) The auditor shall select a sample of purchases from the information used to prepare Schedule 1 using the sampling guidelines discussed in subdivision (b)(2) of this Appendix, and for each purchase in the sample perform the following procedures:

1. Agree the facility or pool name, facility or pool number provided by EIA, WREGIS, or FERC, kilowatt hours and the fuel type from the invoice to the information used to prepare Schedule 1.
2. For facilities owned by the retail supplier, agree the kilowatt hours with meter readings made by an independent third party, or confirm that the retail supplier has another internal auditing procedure that assures facility production agrees to production claims.
3. Agree the date of generation from the invoice to the reporting period of the information used to prepare Schedule 1.

(C) The auditor shall agree the net kilowatt hours purchased shown on Schedule 1 to net purchases shown on Schedule 2. Note as an exception if any explanation of the difference in net purchases and sales was improperly excluded.

(2) Sales: The auditor shall review the information used to prepare Schedules 1 and 2, and perform the procedures identified below, noting any exceptions.

(A) The auditor shall agree the total retail sales information used to prepare Schedule 1 to total retail sales shown on Schedule 1.

(B) The auditor shall agree the total retail sales shown on Schedule 1 to total retail sales shown on Schedule 2. The auditor shall also check the mathematical accuracy of Schedule 2.

(3) Labels

(A) The auditor shall obtain a copy of the annual power content label provided to customers for each product pursuant to subdivision (b) of Section 1393 of this chapter. The auditor shall calculate the fuel and technology mix of the total annual retail sales for the product using the information provided in Schedule 2 and the equation found in subdivision (a)(2)(A)(2) of Section 1394 of this chapter. The auditor shall then compare these percentages to those identified for the actual power mix on the annual label. The auditor shall note any exceptions greater than 1%.

(4) Pools

(A) Purchases: The auditor shall obtain the information used to prepare Schedule 3 and perform the procedures identified below, noting any exceptions.

1. The auditor shall agree the purchases by facility name, facility number provided by EIA, WREGIS, or FERC, and kilowatt hours and fuel type from the information used to prepare Schedule 3 to Schedule 3. The auditor shall also test the mathematical accuracy of Schedule 3.

2. The auditor shall select a sample of purchases from the information used to prepare Schedule 3 using the sampling guidelines discussed in subdivision (b)(2) of this section, and for each purchase perform the following procedures:

a. Agree the facility name, facility number provided by EIA, WREGIS, or FERC, and kilowatt hours and fuel type from the invoice to the information used to prepare Schedule 3.

b. For facilities owned by the retail supplier, agree the kilowatt hours with meter readings made by an independent third party, or confirm that the retail supplier has another internal auditing procedure that assures facility production agrees to production claims.

c. Agree the date of generation from the invoice to the reporting period of the information used to prepare Schedule 3.

(B) Sales: The auditor shall obtain the information used to prepare Schedule 4, and perform the procedures identified below, noting any exceptions.

1. The auditor shall agree the sales by purchaser and by fuel type and kilowatt hours from the information used to prepare Schedule 4 to Schedule 4. The auditor shall also test the mathematical accuracy of Schedule 4.

2. The auditor shall select a sample of sales from the information used to prepare Schedule 4 using the sampling guidelines discussed in subdivision (b)(2) of this section, and for each sales compare kilowatt hours of fuel type to a copy of the billing statement and any other records.

**PROPOSED ANNUAL REPORT TO THE
CALIFORNIA
ENERGY COMMISSION:
Power Source Disclosure Program
For Year ending: 12/31/2016**

GENERAL INSTRUCTIONS

Company Name
City of Roseville (Roseville Electric)

Fill out the schedules that apply to your company's filing requirements.
Please print, sign the attestation, scan and e-mail or mail the attestation to
the address shown below.

California Energy Commission
1516 9th St. MS-45
Sacramento, CA 95814
e-mail: <kevin.chou@energy.ca.gov>

If you have questions, contact Kevin Chou at (916) 653-1628 or
<kevin.chou@energy.ca.gov>.

**NOTE: Information submitted in this report is not
automatically held confidential. If your company wishes the
information you submit to be held in confidence, it will be
necessary to submit an application for confidentiality.**

INTRODUCTION

Each worksheet, with the exception of the "Attestation," is identified by a schedule number and a title that describes the information needed for that sheet. The program participants are only required to submit those schedules that are relevant to them as identified below.

The following schedules are required for retail suppliers:

Schedule #	Schedule Name
1	Power Procurements and Resales
2	Annual Power Content Label Calculation
N/A	Attestation

The following schedules are required for power pools that facilitated claims of specific purchases:

Schedule #	Schedule Name
3	Power Sold Into Pool
4	Power Purchased Out of Pool
N/A	Attestation

INSTRUCTIONS

Schedule 1: Power Procurements and Resales (for Retail Suppliers)

This worksheet is provided for entering information about all power purchases that were used to support one electric service product covered in this filing. If a retail supplier offers multiple electric service products, it must submit additional reports for each additional product. Insert additional rows as needed. At the bottom of the sheet, provide the annual sales to retail consumers.

Specific Purchases: A Specific purchase refers to procured electricity that is traceable to a specific generating facility. If the power was purchased from a power pool, it is sufficient to indicate the name of the pool in lieu of the generating facility name so long as the pool will also file an Annual Report with the Energy Commission. If a purchase was for unbundled RECs, include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the resource type of the generating facility from which the unbundled REC was derived. Electricity from RPS-eligible facilities that has been stripped of its RECs should be categorized as "unspecified power." For purchases of bundled electricity, wholesale sales of the electricity, but not the RECs, should classify these resales as "unspecified sources of power." For specific purchases, include the following information for each line item:

- Facility Name:** This can be any name you use to identify the facility. For unbundled RECs, please include the term "REC Only" in parentheses after the facility name.
- Unit Number:** Provide the unit number if a facility has multiple generators that have been assigned unique identification numbers.
- Resource Type:** Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.
- Location:** Provide the state or province in which the facility is located.
- Identification Numbers:** Provide at least one identification number from either WREGIS, the Energy Information Agency (EIA ID), or the Federal Energy Regulatory Commission (FERC QF ID). If a purchase cannot be traced to a specific facility and therefore cannot provide a specific identification number, it must be categorized as an Unspecified Source of Power (see instructions below).
- Gross Megawatt Hours Procured:** Provide the quantity of electricity procured in MWh from the generating facility.
- Megawatt Hours Resold or Consumed:** Provide the quantity of generation resold at wholesale or self-consumed.
- Net Megawatt Hours Procured:** Provide the quantity generation procured minus resold and consumed electricity.

Unspecified Sources of Power: This refers to any purchase not traceable to specific generation sources by any auditable contract trail or equivalent, such as a tradeable commodity system (e.g., power purchased from the wholesale market such that the generating facility cannot be identified), or to null power purchases from a transaction that expressly transferred energy only and not the RECs associated from an RPS-eligible facility. For these purchases, if the seller's name is unknown, please indicate "Unspecified Power" as the Facility Name in Schedule 1. For unspecified sources of power, include the following information for each line item:

- Facility Name:** For this column, provide the seller of electricity or the balancing authority market from which the electricity was purchased.
- Gross Megawatt Hours Procured**
- Megawatt Hours Resold or Consumed**
- Net Megawatt Hours Procured**

Schedule 2: Power Content Label Calculator (for Retail Suppliers)

This schedule is an automated worksheet that uses the information from Schedule 1 to calculate the power content, or resource mix, for each electric service product recorded. The percentages column contains a formula that will proportionally reduce each non-renewable category in order to reconcile any discrepancies between total net purchases and total retail sales (these discrepancies generally arise due to the reporting of unbundled REC purchases). The percentages calculated on this worksheet should be used for your Power Content Label, which is due October 1 and can be found at:

<http://www.energy.ca.gov/scr>

Attestation (for Retail Suppliers)

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold "once and only once to retail consumers." For the electronic copy of this filing, simply fill out the information (insert your cursor over the blanks), then print, sign, and scan the document. This attestation must be included in the package that is transmitted to the Energy Commission.

Schedule 3: Power Sold Into Pool (for Power Pools/Registered Renewable Wholesalers)

This worksheet is provided for entering information about all power sold into the power pool.

Specific Purchases: The first table on Schedule 3 is for entering detailed information about all power sold into the pool, including the name, fuel type, and identification number(s) of the generating facility, and total megawatt-hours sold.

Unspecified Purchases: A separate table at the bottom of this page is provided for information about total unspecified purchases, which for purposes of the Annual Report to the Energy Commission refers to any purchase not traceable to specific generation sources by any auditable contract trail or equivalent, such as a tradeable commodity system (e.g., power purchased from the wholesale market such that the generating facility cannot be identified).

Schedule 4: Power Purchased from Pool (for Power Pools/Registered Renewable Wholesalers)

This schedule is for entering details about purchases out of the pool, including the name of the purchaser and the kilowatt-hours of power purchased by fuel type.

Attestation (for Power Pools/Registered Renewable Wholesalers)

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold "once and only once to retail consumers." For the electronic copy of this filing, simply fill out the information (insert your cursor over the blanks), then print, sign, and scan the document. This attestation must be included in the package that is transmitted to the Energy Commission.

June 2017

SCHEDULE 1: RETAIL SALES

Applicable to: Load Serving Entities

"Unspecified Power" in the Fuel Type column. If the power was purchased from a power pool or wholesaler that will be filing an Annual Report with the Energy Commission (schedules 3 and 4), identify the name of the pool / wholesaler under "Facility Name."

ALL REQUIREMENTS (Specified and Unspecified)								
Facility Name	Unit No.	Fuel Type	Location (State or Province)	WREGIS G.U.D.	PERL Q.F.I.D.	Gross MWh Procured	MWh Residual or Spilled Consumed	Net MWh Procured
NIMBUS DAM		Eligible Hydroelectric	CA	W1161	444	3,258		3,258
STAMPEDE	1	Eligible Hydroelectric	CA	W1177	7066	206		206
GEOTHERMAL 1	2	Geothermal	CA	W1254	7368	43,081		43,081
GEOTHERMAL 2	4	Geothermal	CA	W1257	7368	54,454		54,454
Geothermal Solar	1	Solar PV	CA	W1509		27,029		27,029
Geothermal Solar	2	Solar PV	CA	W2702		130		130
Hydro Solar		Solar PV	CA	W1266		155		155
NEW SPICER		Eligible Hydroelectric	CA	W1280	54554	1,213		1,213
ROSEVILLE POWER PLANT No. 2		Natural Gas	CA	7452	902			902
NCPA STIG		Natural Gas	CA	7449	917			917
ROSEVILLE ENERGY PARK		Natural Gas	CA	56298	365,888		367	365,521
JUDGE FRANCIS CARR	1	Large Hydro	CA	W1163	442	2,202		2,202
JUDGE FRANCIS CARR	2	Large Hydro	CA	W1164	442	1,937		1,937
FOLSOM DAM	1	Large Hydro	CA	W1156	441	5,260		5,260
FOLSOM DAM	2	Large Hydro	CA	W1157	441	5,083		5,083
FOLSOM DAM	3	Large Hydro	CA	W1158	441	7,462		7,462
KESWICK		Large Hydro	CA	W1165	443	10,331		10,331
NEW MELONES	1	Large Hydro	CA	W1159	6158	3,458		3,458
NEW MELONES	2	Large Hydro	CA	W1160	6158	3,116		3,116
UNITED HYDRO INC. #2 - SAN LUIS BYPASS	1&2	Large Hydro	CA	62		1,461		1,461
SHASTA	1	Large Hydro	CA	W1168	445	11,645		11,645
SHASTA	2	Large Hydro	CA	W1169	445	8,466		8,466
SHASTA	3	Large Hydro	CA	W1170	445	10,944		10,944
SHASTA	4	Large Hydro	CA	W1171	445	10,834		10,834
SHASTA	5	Large Hydro	CA	W1172	445	12,206		12,206
SPRING CREEK	1	Large Hydro	CA	W1173	450	1,075		1,075
SPRING CREEK	2	Large Hydro	CA	W1174	450	4,927		4,927
TRINITY	1	Large Hydro	CA	W1175	7066	2,900		2,900
TRINITY	2	Large Hydro	CA	W1176	7066	5,710		5,710
LEWISTON		Eligible Hydroelectric	CA	W1108		159		159
COLLIERVILLE		Large Hydro	CA		54555	54,701		54,701
Lost Hills Solar		Solar PV	CA	W4586	58711	57,408		57,408
Blackwell Solar		Solar PV	CA	W4587	58712	34,486		34,486
Capit Scott Wind		Wind	BC	W4587		23,770		23,770
Duke Wind		Wind	BC	W3559		20,963		20,963
Quality Wind		Wind	BC	W1992		29,920		29,920
Roosevelt Bogas		Bogas	WA	W3160	7832	338		338
Cleanwater Paper Corp (REC Only)		Biomass	ID	W123	50637	44,302		44,302
Juniper Canyon		Wind	WA	W2388	57320	36,140		36,140
Leaning Juniper II		Wind	OR	W1680	57353	347		347
GENERIC PURCHASES		Unspecified Power				255,302	5,575	249,727
						Total Net Purchases	1,178,068	
						Total Retail Sales	1,178,968	

PROPOSED ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power
June 2017

for the year ending December 31, 2016

SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION

Applicable to: Load Serving Entities

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. The remainder of this schedule will be automatically populated with net generic purchase and total retail sales information from Schedule 1. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. The pro-rata calculations will then be divided by total retail sales to calculate fuel mix percentages.

	Net Purchases (MWh)	Percent of Total Retail Sales (MWh)
Specific Purchases		
Renewable	377,462	32%
Biomass & Biowaste	44,640	4%
Geothermal	124,564	11%
Eligible hydroelectric	4,836	0%
Solar	92,273	8%
Wind	111,149	9%
Coal	-	0%
Large hydroelectric	164,349	14%
Natural Gas	387,430	33%
Nuclear	-	0%
Other	-	0%
Total Specific Purchases	929,241	79%
Unspecified Power (MWh)	249,727	21%
Total	1,178,968	100%
Total Retail Sales (MWh)	1,178,968	

COMMENTS:

Applicable to: Power Pools

SELF CHECK: The total amount of power sold into the pool as shown in Schedule 3 should equal or exceed the total amount of power sold out of the pool as shown in Schedule 4. As a check, add the total amount of energy sold into the pool per fuel type for all facilities shown on Schedule 3. The total amount of sales into the pool by fuel type should equal or exceed the total amount of fuel sold out of the pool by fuel type as shown on Schedule 4. Please make this check, although there is no specific worksheet for displaying the data. If the data for Schedule 3 and 4 do not agree, please provide a written explanation for the difference.

PROPOSED ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:

Power Source Disclosure Program

June 2017

for the year ending December 31, 2016

ATTESTATION FORM

Applicable to: All participants in the Power Source Disclosure Program

I, Brian Zard, Electric Resource Analyst, declare under penalty of perjury, that the statements contained in Schedules 1 and 2 are true and correct and that I, as an authorized agent of City of Roseville (Roseville Electric) have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.

Signed: _____

Dated: 5/15/2017

Executed at: 5/15/2017, 330 PM, Roseville Electric

CONTACT INFORMATION

Name	Brian Zard
Title	Electric Resource Analyst
Company Name	City of Roseville
Address	2090 Hilltop Circle
City, State, Zip	Roseville, CA 95747
Phone	(916)746-1671
Fax	(916)774-5583
E-mail	bzard@roseville.ca.us



COUNCIL COMMUNICATION

CC #: 8970

File #: 0900-02-02-1

Title: Dry Creek Wastewater Treatment Plant Roof Rehabilitation - Notice of Completion

Contact: Edward Winston 916-774-5432 ewinston@roseville.ca.us

Meeting Date: 1/10/2018

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council accept the Dry Creek Wastewater Treatment Plant (DCWWTP) Roof Rehabilitation Project (#173501) as complete and adopt a resolution to authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

A construction contract was awarded to MCM Roofing Company, Inc. on September 7, 2016 for the DCWWTP Roof Rehabilitation Project. The limits of the project are shown in Exhibit A of the Notice of Completion. The City's Environmental Utilities Department completed final inspection of the project in June 2017 and found the work to be completed in accordance with the improvement plans and specifications and is now ready for acceptance. No stop payment notices or preliminary notices were filed with the City Clerk during the project. In accordance with the specifications and Faithful Performance bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

A construction contract for \$271,750.00 was awarded to MCM Roofing Company, Inc. for the DCWWTP Roof Rehabilitation Project. Council also approved an allowance to pay construction contract change orders of up to 10% (\$27,175.00) of the award price, for a not to exceed total cost of \$298,925.00. The total amount of change orders occurring throughout the project totaled \$8,607.41 (3.17%) resulting in a total contract price of \$280,357.41. Change order costs were approved to provide additional non-slip walkways to safely access ventilation equipment on the roofs of the Blower and Digester Control Buildings, install new stainless steel metal caps at the base of the evaporative coolers located on the Blower Building roof required for additional weatherproofing, patches over small roof leaks identified by City maintenance staff on the East Roseville Bar Screen and North Roseville Grit Handling/Screening Buildings, and other required minor miscellaneous improvements that were identified during project execution. The project was funded under the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-01

Notice of Completion

Exhibit A

RESOLUTION NO. 18-01

ACCEPTING THE PUBLIC WORK KNOWN AS THE DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project, has been approved and the public work accepted.
2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 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 _____
_____ Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the
_____ of the City of Roseville, a municipal corporation in the State of
California, owner of the property described in the above Notice. I am duly authorized to make
this verification for and on behalf of the City of Roseville. I have read the Notice of
Completion and know its contents and the facts stated therein are true.

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

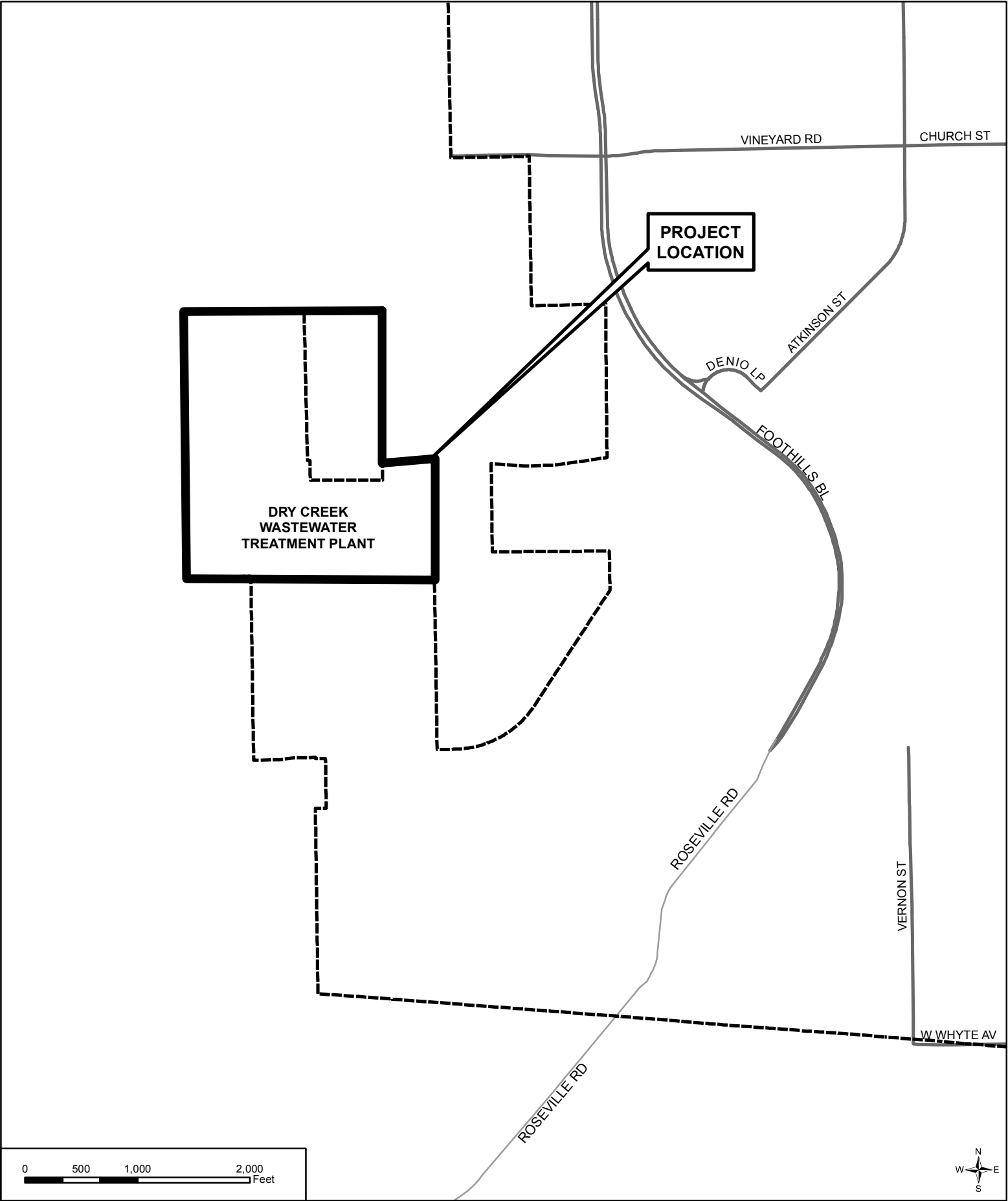
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____ proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Notary Public in and for said County and State

"EXHIBIT A"
DRY CREEK WASTEWATER TREATMENT
PLANT ROOF REHABILITATION PROJECT





COUNCIL COMMUNICATION

CC #: 8987
File #: 0503-02

Title: Conflict of Interest Disclosure Amendment
Contact: Audrey Byrnes 916-774-5268 abyrnes@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a 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 2017.

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. 18-16

Appendix I

Appendix II

RESOLUTION NO. 18-16

READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 17-51

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. 17-51, 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 all board and commission members shall be required to comply with AB 1234 regarding ethics training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1661 regarding sexual harassment prevention 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. 17-51 (adopted February 1, 2017) is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Roseville, Placer County, California this _____ day of _____, 2018, 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 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 Administrator	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 Customer Programs Supervisor	3
Electric Operations Manager	2
Electric Rates & Financial Administrator	3
Electric Regulatory Compliance Administrator	3
Electric Resources Analyst	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 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 Manager	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
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 Development Analyst	3
Senior Electric Business Analyst	3
Senior Engineer	2
Senior GIS Analyst	3
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 #: 8925

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

Title: North Central Roseville Specific Plan Roadway Improvement Project - Budget Adjustment

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

Meeting Date: 1/10/2018

Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt an ordinance for a budget adjustment in the amount of \$5,828,030.94 from the North Central Roseville Community Facilities District (NCCFD) No. 1 - Special Tax fund to the North Central Roseville Specific Plan (NCRSP) Roadway Improvement Project.

This project will widen Roseville Parkway from Creekside Ridge Drive to East Gibson Drive from three lanes in each direction to four lanes, and provide triple left turn lanes on southbound Pleasant Grove Boulevard to eastbound Roseville Parkway.

BACKGROUND

With the formation of the NCCFD in 1990, properties within the District have been paying a special tax for the funding of "pay as you go" improvements within the boundary of the NCCFD. The NCCFD funded many improvements within the District including roads and water, sewer, and electrical systems. One of the most recent improvements funded with the NCCFD was the extension of Conference Center Drive. The NCCFD matured on September 1st, 2017 and the remaining funds will be used for eligible public improvement projects within the NCCFD boundary. The account balance in the NCCFD is just over \$5.8 million.

At the December 20th, 2017 Council meeting, staff presented the following project prioritization list for Council's consideration and approval:

Project	Estimated Cost
1. Roseville Parkway Widening from Creekside Ridge Dr to E Gibson Dr	\$7 Million
2. Pleasant Grove Blvd Triple Lefts at Roseville Parkway	\$2 Million
3. Washington Widening north of Andora Union Pacific Overcrossing	\$1.5 Million
4. Gibson Drive Neighborhood Park	\$1 Million
5. Pedestrian Bridge connecting to Galleria Mall	\$2 Million

6. Gibson Drive Parking Lot

\$2 Million

Staff's recommendation to Council was for the remaining NCCFD funding to be used for projects 1 and 2 listed above. Those projects would widen Roseville Parkway from Creekside Ridge Drive to east Gibson Drive from three lanes in each direction to four lanes, and increase the number of left turn lanes from southbound Pleasant Grove onto eastbound Roseville Parkway from two to three. This section of the Roseville Parkway corridor experiences heavy traffic congestion on a daily basis due in part to popular shopping and dining destinations in the area.

Council approved the project prioritization list as recommended by staff at the December 20th meeting and directed staff to move forward with projects 1 and 2. Staff plans to combine projects 1 and 2 into a single project and begin the design phase in 2018. Construction would most likely occur in 2019 or 2020.

FISCAL IMPACT

The requested budget adjustment in the amount of \$5,828,030.94 will cover project management, design, construction inspection, and most of the construction contract. Depending upon the bid results for the construction contract, a subsequent budget adjustment to fully fund the project may be needed at the time of award. The most likely source of additional funding would be the Traffic Mitigation Fund. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, the projects will create 63 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 requested ordinance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, appearing to be "Rhonda Herndon", with a long horizontal flourish extending to the right.

Rob Jensen, City Manager

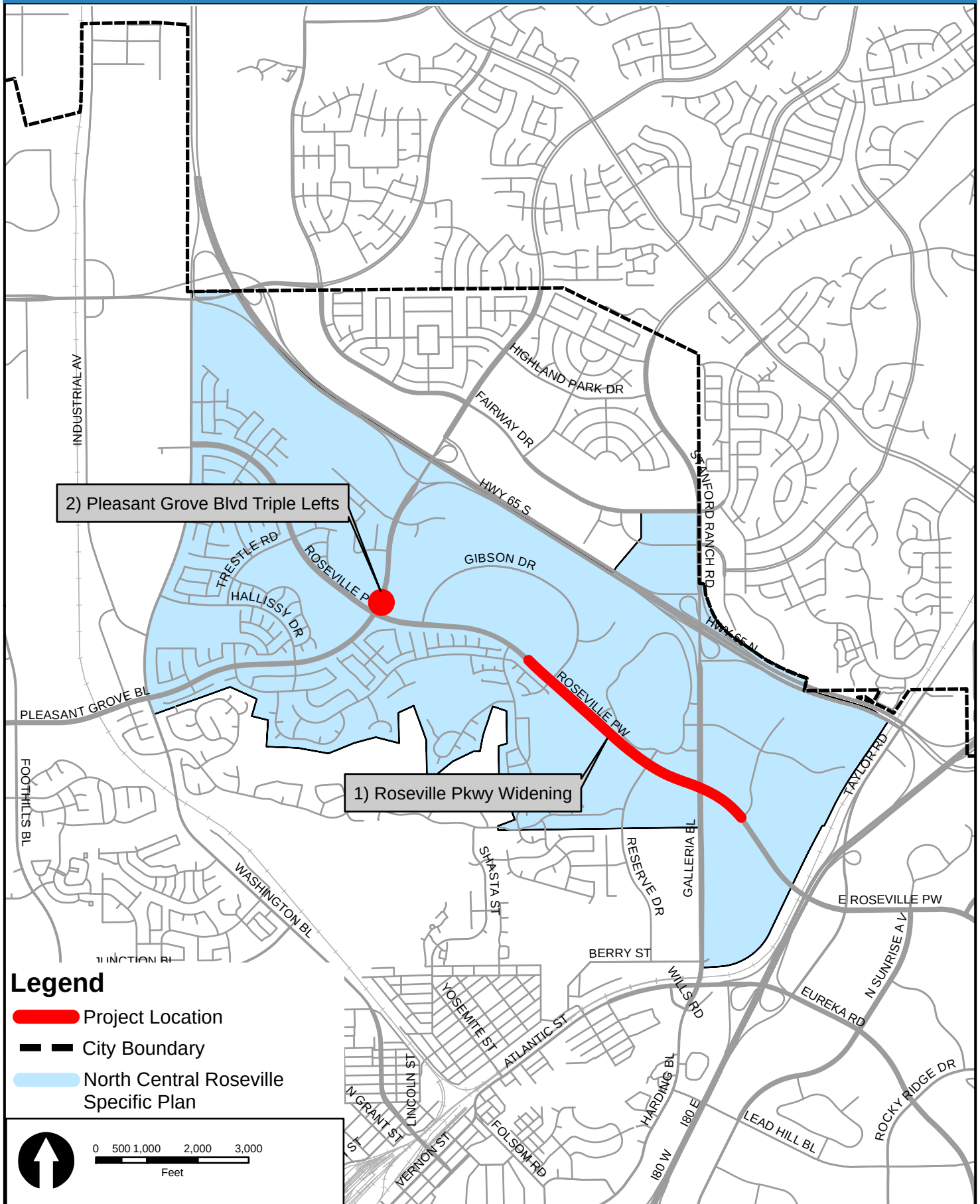
ATTACHMENTS:

Description

Project Location Map

Ordinance No. 5926

Budget Adjustment



ORDINANCE NO. 5926

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the North Central Roseville Specific Plan Roadway Improvements project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$11,354,680.00.

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

Requestor:
Department/Division:
Fiscal Year/Effective Date:
Council Date:

Noah Siviglia
Public Works
FY 2018
12/20/2017

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
5,828,031	00336	6130	300			NCRSP Roadway Improvements
2,318,205	00336	3900	300			Transfer in from NCRCFD #1 Special Assessment Fund
1,108,444	00336	3900	300			Transfer in from Traffic Mitigation Fund
1,600,000	00336	3900	300			Transfer in from Strategic Improvement Fund
500,000	00336	3900	300			Transfer in from Park Development - NCRSP

11,354,680 TOTAL

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
301,382	00336		300			Available Resources
2,318,205	00743	8900	700			Transfer out to NCRSP Capital Fund
2,318,205	00743		700			Available Resources
1,108,444	00221	8900	221			Transfer out to NCRSP Capital Fund
1,108,444	00221		221			Available Resources
1,600,000	00110	8900	110			Transfer out to NCRSP Capital Fund
1,600,000	00110		110			Available Resources
500,000	00234	8900	230			Transfer out to NCRSP Capital Fund
500,000	00234		230			Available Resources

11,354,680 TOTAL

Justification for Budget Adjustment:

The requested budget adjustment will supply funding for the design, construction and project management for the NCRSP Roadway Improvement Project.

Approved:

Budget Manager

Director of Finance

Department Head

City Manager

11/29/17

Date

11/29/17

Date

11-30-2017

Date

Date



COUNCIL COMMUNICATION

CC #: 8986

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

Title: Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project- Design Assist Construction Agreement and Budget Adjustment

Contact: Luz "Nina" Buelna 916-774-5688 lbuelna@roseville.ca.us

Meeting Date: 1/10/2018

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the Design Assist Construction Agreement with Auburn Constructors Incorporated for Construction Services and authorize the City Manager to execute it, in the not to exceed amount of \$18,420,300.00 for the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project; and adopt an ordinance to authorize a budget adjustment to transfer \$4,829,890.00 from the Wastewater Rehabilitation Fund to the project account to cover construction cost.

BACKGROUND

In March 2014, the Central Valley Water Board adopted the Waste Discharge Requirements Order R5-2014-0049 (WDR Order) for the City's Dry Creek Wastewater Treatment Plant (DCWWTP). 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 currently.

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. The nitrate reduction improvements include a new carbon chemical feed system, aeration basin modifications and filtrate return pumping modifications. These process improvements will not increase overall DCWWTP wastewater treatment capacity but will provide the ability for the plant to consistently meet the new final effluent nitrate plus nitrite limits.

A separate set of improvements are planned to improve cogeneration facilities at the DCWWTP. Cogeneration is an effective means of achieving significant savings in energy costs for wastewater treatment plants. Cogeneration systems operate on biogas to generate electricity and useable heat. Biogas supplied to the cogeneration system is produced as a byproduct of the anaerobic

digestion process. The DCWWTP operates two anaerobic digesters. Presently, the biogas generated from this process is not entirely used to generate energy. Some is used to fuel the digestion heating process but much of the biogas is flared (combusted) as a waste product without harvesting the heat or energy.

The DCWWTP Cogeneration Project will replace an existing engine-driven blower with a new cogeneration engine in an existing building. The engine will be fueled with digester gas generated in the plant's existing anaerobic digesters. A new gas conditioning system will treat the digester gas to meet engine fuel quality requirements and to reduce maintenance. A new high strength waste receiving station will allow for offloading of trucked material to be fed to the existing anaerobic digesters, which will increase digester gas production. Proposed cogeneration facility improvements do not increase the DCWWTP's wastewater treatment capacity but would increase treatment process energy efficiencies and reduce air emissions that currently result from flaring excess digester gas.

Grant funds in excess of \$664,000.00 were received from the Pacific Gas and Electric Self-Generation Incentive Program (SGIP). The SGIP grant will fund nearly 9.0% of the DCWWTP Cogeneration Project construction costs. To secure the grant funds, PG&E requires that the City enter into a construction services contract for the project by January 12, 2018.

Because the design documents for both of these improvement efforts were completed at the same time, they were combined into one construction project for the purposes of retaining a contractor. A Request for Proposals to provide design-assist construction services for this project was issued by the City on October 20, 2017. Four contractors submitted proposals and staff created a 7-person evaluation team to review the submitted proposals. Auburn Constructors Incorporated was selected to provide the services described by the request for proposals.

FISCAL IMPACT

This project is a regional project and City's portion is 63.08% and the City will be reimbursed 36.92% of the projects cost from the regional partners which include Placer County and South Placer Municipal Utility District. This project is fully funded with waste water rehabilitation funds. The City's share of the project cost is \$11,619,525.24.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this contract will create approximately 200 jobs.

ENVIRONMENTAL REVIEW

The DCWWTP Nitrate Improvements project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301).

The DCWWTP Cogeneration Improvements project involves the replacement of existing structures and facilities to implement cogeneration at the existing wastewater treatment plant. This activity is categorically exempt from CEQA per the following Exemption Categories: Class 29

(Cogeneration Projects at Existing Facilities, State CEQA Guidelines Section 15329); and, Class 2 (Replacement or Reconstruction, State CEQA Guidelines Section 15302). In addition, the proposed project involves the construction of, or conversion of small structures to serve as, support facilities within the existing treatment plant, such as the proposed high strength waste receiving station. These support facilities are also categorically exempt from CEQA under Class 3 (New Construction or Conversion of Small Structures, State CEQA Guidelines Section 15303). The Exemptions have been prepared and no further CEQA action is required.

Respectfully Submitted,

Luz "Nina" Buelna, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-17

Agreement

Exhibits

Proposal

Ordinance No. 5924

Budget Adjustment

RESOLUTION NO. 18-17

APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND AUBURN CONSTRUCTORS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Design-Assist Construction Agreement regarding Dry Creek Wastewater Treatment Plan Cogeneration and Nitrate Reduction Improvements, by and between the City of Roseville and Auburn Constructors, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**DESIGN-ASSIST CONSTRUCTION AGREEMENT
(PROJECT) Dry Creek Wastewater Treatment Plant Cogeneration and
Nitrate Reduction Improvements**

This Design-Assist Construction Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY") and Auburn Constructors, Inc., a California corporation ("CONTRACTOR").

RECITALS

WHEREAS, CITY has issued a Request for Proposals pursuant to which CITY solicited proposals from design-assist contractors to construct the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements ("Project"); and

WHEREAS, CONTRACTOR has submitted a Proposal, dated November 16, 2017 attached hereto and made a part hereof as Exhibit F, and CITY has selected CONTRACTOR to provide design and construction services as set forth in this Agreement; and

WHEREAS, CONTRACTOR is ready, willing and able to perform the aforementioned services required in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Applicable Laws" means all laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.

1.2 "Application for Payment" means the document prepared by CONTRACTOR and submitted to CITY showing CONTRACTOR's entitlement to progress payments, the requirements of which are more fully described in Section 5.3 hereof.

1.3 "Architect/Engineer" means a licensed professional(s) (and/or entity(ies)) retained by CITY, who provides architectural, design and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities. The Architect/Engineer may be substituted or replaced at the discretion of CITY.

1.4 "Authorized Representatives" means the Design-Assist Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Section 3.1.1.

1.5 “Business Day” means any day when the office of the City Clerk of the City of Roseville is open for business.

1.6 “Certificate of Substantial Completion” means a certificate prepared by CONTRACTOR in accordance with Section 5.12 and forwarded to CITY.

1.7 “Certificate of Final Completion” means a certificate prepared by CONTRACTOR and forwarded to CITY stating that the Project is finally complete and that CONTRACTOR is entitled to Final Payment in accordance with Article 5 hereof.

1.8 “Change Directive” means a written order signed by CITY directing a change in the Work. A Change Directive shall state a proposed basis for adjustment, if any, in the GMP or Schedule. CITY may order changes in the Work within the general scope of the Contract, and a Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

1.9 “Change Order” means a written order signed by CONTRACTOR and CITY authorizing a change in the Work, which also may adjust the GMP and/or the Schedule, and which shall constitute a Modification. The GMP and/or Schedule may be changed only by Change Order.

1.10 “Change Proposal” means a proposal for a Change Order submitted by CONTRACTOR to CITY, either at the request of CITY, or at CONTRACTOR's own initiative.

1.11 “Construction Allowance Items” [reserved]

1.12 “Construction Documents” means the plans and specifications prepared by the Design-Assist Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.13 “Construction Notice to Proceed” means the notice given by CITY to CONTRACTOR stating that the Site is available to CONTRACTOR and directing CONTRACTOR to commence construction of the Project in accordance with Section 4.2.1.

1.14 “Construction Phase” means the period beginning with the issuance of the Construction Notice to Proceed and ending on the date of Final Completion of the Project.

1.15 “Construction Work” means that portion of the Work consisting of the provision of labor, materials, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

1.16 “Contingency Costs” means those items of Cost of the Work attributable to a contingency for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.17 “Contract Documents” means this 1) Agreement, 2) its Exhibits, and 3) the Construction Documents, all of which, together with this Agreement, form the entire integrated agreement between CITY and CONTRACTOR. In the event of a conflict between any of these documents, this Agreement controls, followed by its Exhibits.

1.18 “Contract” or “Agreement” means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties.

1.19 “Contract Time” means the period of time, including authorized adjustments, allotted in the Schedule for the Final Completion of the Work.

1.20 “CONTRACTOR” means the individual or entity identified in the preamble to this Agreement.

1.21 “CONTRACTOR Event of Default” shall have the meaning set forth in Section 12.1 hereof.

1.22 “Cost of the Work” consists of those items of Work, which are paid for by CITY to CONTRACTOR, and consist of those categories of costs set forth as allowable on Exhibit A.

1.23 “CPM” means a critical path method schedule in the form of precedents, networks and time sequences.

1.24 “Day” or “Days” means calendar days.

1.25 “Delay Costs” means those items of Cost of the Work attributable to an Excusable Delay for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.26 “Design-Assist Team” includes the following: Architect/Engineer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.

1.27 “Design Development Documents” means the drawings, specifications and other documents prepared by the Design-Assist Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.28 “Design Materials” means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by CONTRACTOR to CITY under the Contract Documents or developed or prepared by CONTRACTOR specifically to discharge its duties under the Contract Documents. CONTRACTOR’s attention is hereby directed to the confidentiality requirements of Section 2.2.

1.29 “Design-Assist Work” means that portion of the Work consisting of the design-assist services required to be provided in connection with the Architect/Engineer’s design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of care set forth herein.

1.30 “Excusable Delay” shall have the meaning set forth in Section 4.4.2 hereof.

1.31 “Fee”, if applicable, means the fee payable to CONTRACTOR pursuant to this Agreement and as part of the GMP, if shown on Exhibit A attached hereto.

1.32 “Final Completion” means the point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items.

1.33 “Force Majeure” means labor dispute (excluding labor shortage), fire, unusual delay in transportation or delivery, unavoidable casualty, flood (assuming CONTRACTOR has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than CONTRACTOR or Subcontractors), material shortage or any other similar act or condition, in each case only to the extent the event in question is beyond the reasonable control of and without the fault or negligence of CONTRACTOR.

1.34 “Governmental Approvals” means those CITY approvals necessary for the completion of the Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building or zoning regulations.

1.35 “Guaranteed Maximum Price” or “GMP” means the amount set forth on Exhibit A hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.

1.36 “Hazardous Materials” means those items identified on Exhibit C hereto.

1.37 “Indemnified Parties” includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.

1.38 “Liquidated Damages” means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR 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.

1.39 “Modification” means an amendment to this Agreement executed by the parties after the date hereof.

1.40 “Party” shall mean CITY or CONTRACTOR individually, and **“Parties”** shall mean CITY and CONTRACTOR collectively.

1.41 “Payment and Performance Bonds” means the payment bond and performance bond issued by an admitted Surety covering the faithful performance and completion of the Construction Work, including payment for all materials and labor furnished or supplied in connection with the Construction Work, by CONTRACTOR. Such bonds shall be in the form described in Exhibit E.

1.42 “Project” means the design and construction of the project described in the Recitals, together with all on-site infrastructure, site improvements and appurtenances to be designed, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as required thereby or reasonably inferred therefrom.

1.43 “Project Manager” means the person assigned by the director of the CITY administering department to monitor the Project and Work.

1.44 “Punch List” means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent beneficial occupancy or use.

1.45 “Retention” means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 5 hereof.

1.46 “Schedule” means the schedule pursuant to the Proposal and/or other Contract Documents to which CONTRACTOR has agreed to complete the Work. The Schedule shall be adjusted pursuant to the provisions of the Contract Documents. In the event the Schedule is not contained within the Proposal, then CONTRACTOR shall provide to CITY, within fifteen (15) days of issuance of a notice to proceed by CITY, with a complete milestone schedule identifying, among other things, critical paths (if any) and total calendar days until Substantial and Final Completion. In the event the Schedule is contained in the Proposal, the start of the Schedule shall be adjusted by the CONTRACTOR to reflect the date of the Notice To Proceed.

1.47 “Scheduled Date of Substantial Completion” means the date CONTRACTOR has agreed to achieve Substantial Completion of the Project in accordance with the Schedule, as adjusted.

1.48 “Scope Change Costs” means those items of Cost of the Work attributable to changes in scope of the Work and payable by CITY to CONTRACTOR pursuant to a Change Order, as provided in Article 6.

1.49 “Separate Contractors” means those individuals or entities (including, but not limited to, concessionaires) who have entered into arrangements with CITY for the provision of labor, materials or other services in connection with the Project.

1.50 “Site” is the real property on which the Project will be located.

1.51 “Subcontract” means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.

1.52 “Subcontractor” means an individual or entity who has entered into an agreement with CONTRACTOR or another Subcontractor for the provision of labor, materials or other services required to be performed by CONTRACTOR under the Contract Documents.

1.53 “Substantial Completion” means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that CITY may use the Project for its intended purpose.

1.54 “Surety” means one or more issuers of the Payment and Performance Bonds, each of which shall be admitted and licensed to do business in the State of California.

1.55 “Unexcusable Delay” shall have the meaning set forth in Section 4.4.

1.56 “Work” or “Scope of Work” means the Project, inclusive of all labor, materials and services required to be performed or provided by CONTRACTOR officers, employees, agents, Subcontractors or Suppliers pursuant to the provisions of this Agreement and its Exhibits (including, the entirety of Exhibit F).

ARTICLE 2 SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 Performance of Work. CONTRACTOR shall perform the Work in accordance with this Agreement. CONTRACTOR covenants and agrees that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, and Applicable Laws. CONTRACTOR covenants that the Work and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 6 hereof.

2.1.1. Noise and Night Work. CONTRACTOR shall comply with CITY’s noise ordinance.

2.2 Professional Standard; Ownership of Documents.

2.2.1 Standards of Performance. The Work shall be performed by CONTRACTOR in accordance with the professional standards applicable to projects, buildings or work of complexity, quality and scope comparable to the Work and the Project. CONTRACTOR may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its responsibilities hereunder, provided such personnel shall be suitably qualified. Nothing in this Agreement shall be construed to create any contractual liability with CITY toward any Subcontractor.

2.2.2 Design Documents and Materials, and Confidentiality.

2.2.2.1 CITY shall have unlimited rights to copy and use in connection with the Project all Design Materials, including the right to use same on the Project at no additional cost to CITY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement. CONTRACTOR and its Subcontractors shall keep all design documents confidential, and shall not disclose such documents except as may be required in performance of the Work or pursuant to legal process.

2.3 Local Conditions; Environmental Site Conditions.

2.3.1 Local Conditions. CONTRACTOR represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent CONTRACTOR encounters subsurface or concealed conditions which differ materially from that actually known by CONTRACTOR on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents; then CONTRACTOR shall give notice to CITY promptly before conditions are disturbed and in no event later than two (2) Days after the first observance of the conditions if a Change Order is contemplated by CONTRACTOR due to such condition. Such materially different conditions may entitle CONTRACTOR to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Agreement.

2.3.2 Hazardous Materials. The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by CONTRACTOR or any Subcontractor) is set forth in Exhibit C hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.4 Design Development Documents and Construction Documents.

2.4.1 General. The Design-Assist Team understands that all construction documents, working drawings and specifications ("Submittals") must be coordinated with, and approved by, CITY prior to construction. CONTRACTOR shall allow CITY a minimum of fourteen (14) days for review of Submittals and corrections made thereto. CONTRACTOR shall work with the Design-Assist Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety including the necessary bidding information. CITY's review of the Design Development Documents and the Construction Documents shall not relieve CONTRACTOR from its responsibilities under this Agreement, or be deemed to be an approval or waiver by CITY of any deviation from, or of CONTRACTOR's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by CONTRACTOR and approved by CITY. CONTRACTOR shall comply with all CITY construction standards as deemed applicable by the CITY. CONTRACTOR shall provide CITY with a complete, accurate, full size, and current set of as-built drawings in a hard copy acceptable to CITY prior to Final Completion.

The Architect/Engineer is the entity professionally responsible for the design of the Project. CITY acknowledges that CONTRACTOR is a general contractor and not an architect or engineer. Except with respect to any subcontractors of CONTRACTOR providing architectural or engineering services for the Project as design-build work, CONTRACTOR's review of or input for any design documents, or CONTRACTOR's recommendation for any design concepts, is made solely in CONTRACTOR's capacity as a licensed contractor and not as a licensed design professional. CONTRACTOR is not responsible for any errors in the design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if CONTRACTOR observes any such nonconformity or errors it shall promptly notify CITY and the Architect/Engineer.

2.4.2 Reliance on Approvals. CONTRACTOR shall be entitled to rely on the approvals of CITY with respect to the Design Materials. If CITY revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, CONTRACTOR shall be entitled to a Change Order in accordance with the provisions of Article 6 hereof. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.4.3 Review of Contract Documents and Field Conditions. CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to CONTRACTOR with the Contract Documents before commencing activities. CONTRACTOR shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the procedures set forth in this Agreement.

2.5 Legal Requirements. CONTRACTOR shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. Except with respect to Governmental Approvals, CONTRACTOR shall prepare and file all documents required to obtain the necessary approvals

of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. Notwithstanding the foregoing, CITY has informed CONTRACTOR that fees in connection with building permits, street use permits, and similar permits relating to construction will be waived and are not to be included in the GMP. If and to the extent charges in the future for such permits are imposed in the future, such charges shall be paid by CITY, or shall be the subject of a Change Order to the Contract in accordance with the Change Order provisions of this Agreement.

2.6 Services and Facilities.

2.6.1 General. CONTRACTOR shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.

2.6.2 Supervision. CONTRACTOR shall supervise and direct the Work in accordance with its best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures. CONTRACTOR shall be responsible to CITY for the acts and omissions of, and whenever this Contract refers to the negligence, fault or omission of CONTRACTOR, such term shall include the negligence, fault or omission of, CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under an agreement with CONTRACTOR. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than CONTRACTOR.

2.6.3 Coordination. CONTRACTOR shall coordinate construction requirements with governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

2.6.3.1 Design-Assist Development Coordination. CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Architect/Engineer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials in CONTRACTOR's capacity as a general contractor and not as a design professional, focusing on constructability and cost implications of the evolving design.

2.6.3.2 Construction Documents Coordination. [reserved]

2.6.4. Cooperation. CONTRACTOR shall cooperate with the Architect/Engineer, and CITY's financial, design and construction consultants and all other designated representatives during the design and construction of the Project.

2.6.5 Management. CONTRACTOR shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

2.6.6 Reports. CONTRACTOR shall prepare and submit to CITY monthly progress reports on the Work accomplished during the previous monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to CITY. Such reports shall be furnished at the time of submission of each monthly Application for Payment. As part of such report, CONTRACTOR shall provide an updated Schedule, including CPM, if any, illustrating the progress that has been made, by reference to the initial CPM, and specifying whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth CONTRACTOR's projected progress for the forthcoming month.

2.7 Warranty. CONTRACTOR warrants to CITY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Construction Work will be free from defects not inherent in the quality required or permitted, and that the Construction Work will conform with the requirements of the Contract Documents. Construction Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Construction Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction.

CONTRACTOR's attention is directed to Section 9.3 below regarding Warranty Bond requirements.

2.8 Taxes. CONTRACTOR shall pay, as Cost of the Work, all existing and future applicable federal, state and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on CONTRACTOR's income). In the event CONTRACTOR is obligated to pay any new or increased taxes or duties adopted after the date hereof, the amount of such new or increased taxes shall increase the GMP pursuant to the Change Order provisions of this Contract. In the event CONTRACTOR receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract

2.9 Access by CITY. CONTRACTOR shall afford CITY and its authorized designees access to the Project Site at all times, subject to reasonable prior notice for access outside of normal business hours.

2.10 Use of Site. CITY shall be permitted beneficial use of the Work.

2.11 Patents, Trademarks, Copyrights. CONTRACTOR shall pay, as a Cost of the Work, all-applicable royalties and license fees on any matters arising in connection with the Work. CONTRACTOR shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Indemnified Parties, and shall save the Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by CITY, other than pursuant to the recommendation or suggestion of CONTRACTOR or a subcontractor; provided however, if CONTRACTOR has reason to believe that the design, process or product so specified is an infringement of a patent, CONTRACTOR shall be responsible for any loss resulting unless CONTRACTOR has provided CITY with prompt written notice of CONTRACTOR's belief, and CITY has nevertheless elected to go forward with such design, process or product so specified.

2.12 Rubbish; Debris; Cleanup. During the performance of all on-site Work, CONTRACTOR shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks reasonably free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of CITY, CONTRACTOR shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, CONTRACTOR shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site in a "broom clean" condition. If CONTRACTOR fails to clean up as provided in the Contract Documents, CITY may do so and the cost thereof shall be charged to CONTRACTOR as a Cost of the Work.

2.13 Permits, Fees and Notices. Unless otherwise provided in the Contract Documents, and subject to the provisions of Section 2.5 hereof, CONTRACTOR shall secure all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after execution of this Agreement, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions. CONTRACTOR shall comply with and give notices required by Applicable Laws.

2.14 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.1 Documents and Samples at the Site. From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to

record changes and selections made during the Construction Phase. In addition, CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to CITY upon completion of the Work.

2.14.2 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.2.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.14.2.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work.

2.14.2.3 Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.14.2.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way CONTRACTOR proposes to conform the construction to the Construction Documents.

2.14.2.5 Submission of items listed in section 2.14.2.4. [reserved]

2.14.3 Responsibility. CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless CONTRACTOR has specifically informed CITY of such deviation at the time of the submittal and CITY has given written approval to the specific deviation. CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by CITY's approval thereof.

2.15 Tests and Inspections

2.15.1 Initial Tests and Inspections. Tests, inspections and approvals of portions of the Construction Work shall be made as required by the Contract Documents, Applicable Laws or normal construction practices and/or as directed by CITY. Unless otherwise provided, CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to CITY, or with the appropriate public authority. The costs of such tests, inspections and approvals shall be a cost paid by CONTRACTOR. CONTRACTOR shall give CITY timely notice of when and where tests and inspections are to be made so that CITY may observe such procedures. All costs of tests, inspections or approvals imposed upon CONTRACTOR by changes in Applicable Laws occurring after execution of this Agreement shall be an increase to the GMP in accordance with the Change Order provisions herein.

2.15.2 Additional Tests and Inspections. If CITY, or any other public authority having jurisdiction, determines that portions of the Construction Work require additional testing, inspection or approval beyond that required by subsection 2.15.1, CITY will instruct CONTRACTOR to make arrangements for such additional testing, inspection or approval by an entity acceptable to CITY, and CONTRACTOR shall give timely notice to CITY of when and where tests and inspections are to be made so CITY may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Section 2.22 hereof. If the additional tests and/or inspections show that the portions of the Work comply with the requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Agreement.

2.15.3 Required Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by CONTRACTOR and promptly delivered to CITY.

2.1 5.4 Timing of Testing. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.16 Execution, Correlation and Intent.

2.16.1 Execution of Agreement. Execution of this Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2.16.2 Intent of Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CONTRACTOR. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

2.16.3 Organization of Materials. Organization of the Design Materials into divisions, sections and articles, and arrangement of drawings does not necessarily control CONTRACTOR in dividing the Construction Work among Subcontractors or in establishing the extent of Construction Work performed by any trade.

2.16.4 Meaning of Words. Unless otherwise stated in this Agreement, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

2.17 Labor and Materials; Liens (Stop Payment Notice Claims); Indemnity. Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees, subcontractors, and other persons carrying out the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR shall not permit any Subcontractor, materialman, or laborer to place liens on the Project covering any portion of the Work for which CITY has made payment to CONTRACTOR. If any liens (e.g., stop payment notice claims) are imposed, CITY may withhold payment in the amount of 125% of the claim until such time an unconditional release is provided in a form satisfactory to CITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY regarding any claim or lien that proceeds to, or is the subject of litigation. CITY may withhold payment(s) pending compliance with this provision.

2.18 Cutting and Patching.

2.18.1 Cutting and Patching of the Work. CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

2.18.2 Damage to Work of CITY or Separate Contractors. CONTRACTOR shall not damage or endanger a portion of the completed Work, fully or partially completed construction of CITY, or work or construction by Separate Contractor(s) by cutting, patching or otherwise altering such construction or work, or by excavation. CONTRACTOR shall not cut or otherwise alter such construction by CITY or a Separate Contractor except with written consent of CITY and of such Separate Contractor, such consent not to be unreasonably withheld.

2.19 Uncovering of Construction Work.

2.19.1 Uncovering. If a portion of the Construction Work is covered contrary to CITY's written request to observe such work prior to it being covered or contrary to requirements of the Contract Documents, it must, if directed in writing by CITY, be uncovered for CITY's observation and be replaced without change in the Schedule or GMP. The costs of such uncovering and replacement shall be Cost of the Work, subject to the limitation set forth in Section 2.22 hereof.

2.19.2 Covering of Work Requested to be Observed. If a portion of the Construction Work has been covered which CITY has not specifically requested to observe prior to its being covered, CITY may request to see such Construction Work and it shall be uncovered by CONTRACTOR. If such Construction Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to CITY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such costs as Cost of the Work, unless such condition was caused by CITY or a Separate

Contractor in which event CITY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.20 Correction of Work.

2.20.1 Work Rejected by CITY. CONTRACTOR shall promptly correct Construction Work rejected by CITY or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. CONTRACTOR shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of CITY made necessary thereby.

2.20.2 [Intentionally deleted].

2.20.3 Removal of Work. CONTRACTOR shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by CONTRACTOR nor accepted by CITY. The costs incurred in removing such Work shall be a Cost of the Work, subject to the limitation set forth in Section 2.22 hereof.

2.20.4 Failure to Correct Nonconforming Work. If CONTRACTOR fails to correct nonconforming Construction Work within a reasonable time, CITY may correct it in accordance with the terms of this Agreement. If CONTRACTOR does not proceed with correction of such nonconforming Construction Work within a reasonable time fixed by written notice from CITY, CITY may remove it and store the salvageable materials or equipment at CONTRACTOR's expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) Days after written notice, CITY may, upon ten (10) additional Days written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by CONTRACTOR, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs which CONTRACTOR should have borne, CONTRACTOR shall pay such excess to CITY. If such proceeds are in excess of the costs which CONTRACTOR should have borne, such excess shall be paid by CITY to CONTRACTOR. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.

2.20.5 Damaged or Destroyed Work. CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of CITY or Separate Contractors caused by CONTRACTOR's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.

2.20.6 No Limitation. Nothing contained in this section 2.20 shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.21 Value Engineering. CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion. To the extent that CONTRACTOR provides value engineering suggestions or comments with respect to the Project's design, CITY acknowledges that such services are advisory only and not professional design services. CITY shall refer all such suggestions and comments to the Architect/Engineer for review and evaluation prior to CITY's acceptance thereof. CITY shall cause the Architect/Engineer to revise the Project's design documents to reflect all value engineering suggestions and comments accepted by CITY without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The GMP and Contract Time shall be adjusted by Change Order promptly after CONTRACTOR's review and pricing of the change to the Work reflected in the revised design documents.

2.21.1 Subcontractors Bids. CONTRACTOR shall make recommendations to the Architect/Engineer regarding the appropriate quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and CONTRACTOR shall also recommend to the Architect/Engineer and CITY reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.22 Acceptance of Nonconforming Work. If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.23 Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, 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.

ARTICLE 3 CITY'S RIGHTS AND RESPONSIBILITIES

3.1. Information and Services Required of CITY.

3.1.1 CITY Designation of Authorized Representative. Both Parties shall designate, from time to time, one or more representatives authorized to act on their behalf with respect to the Project, together with the scope of his/her respective authority. CONTRACTOR shall not be entitled to rely on directions from anyone outside the scope of that person's authority as set forth

in written delegations pursuant to this Agreement. Directions and decisions made by Authorized Representative(s) of CITY shall be subject to any further approval(s) required by any provisions of CITY's Charter or the Roseville Municipal Code.

3.1.2 Communication. During the term of this Contract, CITY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through CONTRACTOR's Authorized Representative.

3.1.3 Governmental Approvals. CITY shall be responsible for obtaining the Governmental Approvals. Any delay in obtaining the Governmental Approvals may entitle CONTRACTOR to an equitable adjustment in the Schedule and GMP in accordance with the Change Order provisions of this Agreement, except to the extent such delay is due to the fault or neglect of CONTRACTOR.

3.2 [Intentionally deleted.]

3.3 [Intentionally deleted.]

3.4 Activities on the Site by CITY or Separate Contractors.

3.4.1 CITY's Right to Award Separate Contracts. CITY reserves the right to perform work or operations related to the Project, with CITY's own forces, and to award separate contracts to Separate Contractors in connection with other portions of the Project.

3.4.2 Integration of the Work with Separate Contractors. Following the request of CITY, CONTRACTOR shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to CITY for approval. The plan shall be fair and reasonable for CONTRACTOR and the Separate Contractors, and CONTRACTOR shall work with the Separate Contractors to reach agreement on such plan. CONTRACTOR shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

3.4.3 Coordination. CONTRACTOR shall provide for the coordination of the activities of CONTRACTOR and its Subcontractors with the activities of the Separate Contractors. CONTRACTOR shall participate with all Separate Contractors and CITY in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. CONTRACTOR shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Substantial Completion is extended by such Schedule revision; (b) CONTRACTOR is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the Scope of Work is increased, an equitable adjustment in the GMP and the Schedule shall be made in accordance with the Change Order provisions of this Agreement.

3.4.4 Use of Site. CONTRACTOR shall afford CITY and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. CONTRACTOR shall also connect and coordinate its Work and operations with CITY and all Separate Contractors' operations as required by the Contract Documents. CITY shall direct the Separate Contractors to cooperate with CONTRACTOR and to avoid actions or omissions, which could interfere with or delay the activities of CONTRACTOR.

3.4.5 Deficiency in Work of Contractors. If part of CONTRACTOR's Work depends upon proper execution or results upon construction or operations by CITY or a Separate Contractor, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and CITY apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by CONTRACTOR. CONTRACTOR and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of CONTRACTOR to report such discrepancies or defects shall constitute acceptance by CONTRACTOR of the work of Separate Contractors as fit and proper to receive CONTRACTOR's Work (except as to those defects or discrepancies that are not apparent).

3.4.6 Claims Involving Separate Contractors. In the event that CONTRACTOR unnecessarily and unreasonably delays the work of Separate Contractors by not cooperating with them as required hereby, or by not affording them reasonable opportunity to perform their work as stated herein, CONTRACTOR shall, in such event, pay, as Cost of the Work, all reasonable direct incremental costs and expenses incurred by such Separate Contractors due to any such delays. If any Separate Contractor shall assert a claim or bring an action against CITY alleging damage due to the fault or neglect of CONTRACTOR, CITY shall immediately notify CONTRACTOR, who shall defend such claim. If it is determined that CONTRACTOR was at fault, CONTRACTOR shall pay all costs of defense, including attorney's fees, as well as any resulting judgment or settlement, as a Cost of the Work.

3.5 Assignment of Separate Contracts. If CITY determines that it wishes to assign to CONTRACTOR one or more contracts between CITY and a Separate Contractor, it shall give CONTRACTOR written notice of such desire, including in such notice a copy of such contract for CONTRACTOR's review and approval. The Separate Contractor shall be fully qualified to perform the work under the to-be-assigned contract, shall possess the financial capability to perform its obligations under such to-be-assigned contract, and shall provide one hundred percent (100%) payment and performance bonds covering such work from sureties meeting the standards set forth in Section 1.53 hereof. Such contract shall contain provisions similar to those contained in CONTRACTOR's agreements with its Subcontractors with respect to liability, indemnification, retention, payment, labor, warranty, and other material items. Upon CONTRACTOR's approval of the assignment of such contract, which approval shall not be unreasonably withheld, delayed or conditioned, such Separate Contractor shall cease to be a Separate Contractor and shall thereafter be deemed to be a Subcontractor of CONTRACTOR, and the GMP shall be increased by Change Order in the amount of (a) such assigned contract, and (b) the additional Fee pursuant to the provisions of Section 6.5.1.

3.6 CITY's Right to Stop the Work. If CONTRACTOR persistently fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Agreement or persistently fails to carry out the Work in accordance with the Contract Documents, CITY, by written order signed by CITY, may deliver a notice to CONTRACTOR setting forth that such a persistent and material failure is occurring and has occurred, and demanding that CONTRACTOR commence a cure of such persistent and material failure within twenty (20) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, CITY may, by written notice to CONTRACTOR, order CONTRACTOR to stop the Work, or any portion thereof, until the use for such order has been eliminated; provided, however, that the right of CITY to stop the Work shall not give rise to a duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other person or entity and shall not give rise to any liability of CITY to CONTRACTOR resulting from any delay (except to the extent that such order is found to be improper).

3.7 CITY's Right to Carry out the Work. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) Day period after receipt of written notice from CITY to commence and diligently continue correction of such default or neglect with diligence and promptness, CITY may after such seven (7) Day period give CONTRACTOR a second written notice to correct such deficiencies within such second seven (7) Day period. If CONTRACTOR within such second seven (7) Day period after receipt of such second notice fails to commence and diligently continue to correct any deficiencies, CITY, without prejudice to other remedies CITY may have, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONTRACTOR the cost of correcting such deficiencies, including Compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to CONTRACTOR are insufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

ARTICLE 4 TIME

4.1. Progress and Completion. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, CONTRACTOR confirms that the Contract Time is a reasonable period of time for achieving Final Completion of the Work.

4.2 Schedule Obligations.

4.2.1 Contract Schedule and Notice To Proceed. CONTRACTOR shall provide a schedule as stated in Section 1.46. CONTRACTOR shall begin work pursuant to this Agreement and in accordance with the Schedule (as described in Exhibit F) within fifteen (15) calendar days of the date of issuance of a Notice To Proceed by CITY, unless extended at the request made to and at the sole discretion of CITY. CONTRACTOR shall update said schedule to commence from the date of this Agreement, and the overall timeline shall remain consistent with the original schedule. CITY may issue the Notice To Proceed within fifteen (15) days of full execution of this Agreement.

4.2.2 Prosecution of the Work. CONTRACTOR shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the rate of progress is such that the total amount of Work and/or the degree of completion of the Project accomplished by CONTRACTOR within any time period required by the Schedule is less than the amount therein specified, CONTRACTOR shall so notify CITY. If the delay is an Unexcused Delay, CONTRACTOR shall prepare a recovery schedule for CITY's review and approval, showing how CONTRACTOR will compensate for the delays and achieve Final Completion by the date shown on the Schedule. If CONTRACTOR is unable to demonstrate how it will overcome Unexcused Delays, CONTRACTOR shall employ such extraordinary measures as are necessary to bring the Work into conformity with the Final Completion Date set forth therein, the costs of which shall be a Cost of the Work and not exceed the GMP. If the delay is an Excusable Delay, CITY shall either (a) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the GMP on account of such delay, to the extent permitted by Article 6; or (b) request that CONTRACTOR prepare a recovery schedule showing how (if possible) CONTRACTOR can achieve Substantial Completion by the date shown on the Schedule (as modified), and equitably adjust the GMP in accordance with the Change Order provisions of this Agreement on account of any extraordinary activities required of CONTRACTOR on account of such recovery schedule. Schedule float (total float) shall be owned by CITY. As float is an expiring resource, if the Work is delayed on the critical path due to a delay caused by the CONTRACTOR and/or Architect/Engineer, the CONTRACTOR may not use any float created by such a delay on any other path without the express written approval of CITY.

4.3 Pre-construction Activities. Within thirty (30) Days after execution of this Agreement, CONTRACTOR shall submit to CITY for review a detailed schedule of pre-construction activities, by expanding the pre-construction activities set forth on the Schedule. This pre-construction schedule shall be prepared using the CPM, and shall show in sufficient detail the starting and completion times sequences of Subcontract award activities of CONTRACTOR, and identify all interface activities of CITY.

4.4 Extensions of Time.

4.4.1 General. An extension in the scheduled date of Final Completion will only be granted in the event of Excusable Delays affecting Work activities on the critical path.

4.4.2 Excusable Delays. Subject to 4.4.1 and 4.5.2, to the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an “**Excusable Delay**” (to the extent not set forth below, a delay will be considered an “**Inexcusable Delay**”).

4.4.2.1 Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.

4.4.2.2 Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority,

or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of CONTRACTOR.

4.4.2.3 Delays resulting solely from the acts or omissions of Separate Contractors; provided however, only to the extent Separate Contractors perform their work improperly and not in accordance with any applicable critical path schedule.

4.4.2.4 Delays resulting from Force Majeure.

4.4.2.5 Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.

4.4.2.6 Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.

4.4.2.7 Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.

4.4.2.8 Delays occurring solely due to the acts or omissions of CITY and those within the control of CITY, including, but not limited to, Separate Contractors.

4.4.2.9 Delays resulting from weather conditions, which shall be determined as follows: Should CONTRACTOR prepare to begin work at the regular starting time of any working day on which inclement weather, or the conditions resulting from the weather, prevents the Work from beginning at the usual starting time and the crew is dismissed as a result thereof and CONTRACTOR does not proceed with at least 75% of the normal labor and equipment force engaged in the current operations for at least 60% of the total daily time being spent, CONTRACTOR will not be charged for a working day, even if the conditions change during the course of the day. At the start of such days, CONTRACTOR shall notify CITY if CONTRACTOR believes that inclement weather or conditions resulting from the weather exist. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.2.10 Delays resulting from unproductive work days, which shall be determined as follows: When CONTRACTOR is prevented from working on current operations due to site conditions, CITY action, or force majeure for at least 60% of the total daily time on the controlling operations. Controlling operations are determined by the critical path method schedule described in the applicable CITY construction standards. The critical path schedule used in this determination shall be no more than thirty (30) days old. CONTRACTOR shall notify CITY if CONTRACTOR believes an unproductive work day exists upon discovery of such condition. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.3 Requirements for Schedule Amendment due to Excusable Delays. In order to obtain an extension of time due to an Excusable Delay, CONTRACTOR shall comply with the following requirements:

4.4.3.1 CONTRACTOR shall notify CITY of the Excusable Delay as soon as practicable, but in no event more than four (4) Business Days after CONTRACTOR becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days CONTRACTOR expects to be delayed. After the cessation of the Excusable Delay, CONTRACTOR shall notify CITY of the number of Days CONTRACTOR believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by CITY, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

4.4.3.2 CONTRACTOR shall demonstrate to the satisfaction of CITY that the Excusable Delay in fact delayed the critical path for performance of the Work (by use of CPM analysis). Any delay that impacts the CPM will be presented to the Project Manager at the monthly meeting, and prior to completion of each activity.

4.4.4 Decision by CITY. Within thirty (30) Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then current status of Excusable Delays and Inexcusable Delays, CITY will provide CONTRACTOR with written notice of CITY's determination of the respective number of Days of Excusable Delay and/or Unexcusable Delay within ten (10) Days after receipt by CITY of CONTRACTOR's written request for such determination. The issuance by CITY of such a determination shall not, however, be deemed a concurrence by CONTRACTOR of the matters set forth therein, and CONTRACTOR may invoke the dispute resolution procedures with respect to such determination. Pending completion of dispute resolution procedures, CONTRACTOR may take such acceleration or other measures required on account of CITY's determination of Inexcusable Delay, and if completion of the dispute resolution procedures results in CITY's determination being changed to Excusable Delay, the costs associated with such measures shall be paid by CITY as an increase to the GMP in accordance with the Change Order provisions of this Agreement.

4.5 Adjustment in GMP on Account of Extensions of Time.

4.5.1 Certain Excusable Delays. Section 4.5 governs the extent to which CONTRACTOR is entitled to an extension of time due to Excusable Delays. Provisions governing the payment of additional compensation on account of such Excusable Delays, (if any) are set forth in Article 6.

4.5.2 Concurrent Delays. To the extent CONTRACTOR is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of CONTRACTOR, any subcontractor and/or by an Inexcusable Delay, CONTRACTOR shall not be entitled to any additional costs for the period of such concurrency.

4.6 Liquidated Damages.

4.6.1 General. CONTRACTOR and CITY acknowledge that in the event that CONTRACTOR 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 CONTRACTOR fails to achieve Final Completion of the Work on or before the Notice of Completion date, as adjusted for Excusable Delays, CONTRACTOR shall pay to CITY liquidated damages in the amount of \$500.00 (five hundred dollars) 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 CONTRACTOR, and such payments may be offset against each other.

ARTICLE 5 PAYMENT AND COMPLETION

5.1 Guaranteed Maximum Price ("GMP") and GMP Shared Savings. CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit A hereto); provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted by Change Order/Directive in accordance with the Contract Documents. CONTRACTOR bears the risk of its increased costs due to market price increases (including escalating costs for materials).

5.1.1 Shared Savings. CONTRACTOR shall be compensated for actual work completed based on the Cost of Work and Fee up to the amount of the GMP. If CONTRACTOR's actual total Cost of the Work and Fee is less than the GMP, upon Final Completion, the CONTRACTOR shall be entitled to receive forty percent (40%) of the GMP Savings. "GMP" Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused contingency monies, if any, shall not be subject to shared savings.

5.2 Schedule of Values. Before the first Application for Payment, CONTRACTOR shall submit to CITY, and CITY shall approve, a schedule of values, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion. This schedule of values shall be used as a basis for payment.

5.3 Applications for Payment. CONTRACTOR shall deliver to CITY not more than once each month an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during the immediately preceding month. With each Application for Payment CONTRACTOR shall submit such evidence as may be necessary to demonstrate costs incurred on account of Cost of the Work during such month and the percentage of completion of each

category of Work. CITY may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

5.4 Amount of Progress Payments. CITY shall pay CONTRACTOR the actual Cost of the Work and Fee, if any, through the period covered by the Application for Payment, less Retention as set forth in Section 5.5 below, provided that the aggregate payment amount before retention will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retention). CITY may additionally withhold from progress payments such amounts pursuant to stop payment notice claims as required by law and CITY administrative regulation 4.01.

5.5 Retention; Escrow Agreement; Final Payment. Five percent (5%) Retention shall be withheld from each progress payment until the expiration of thirty-five (35) days following the recordation of the notice of completion; provided however, CITY shall continue to retain such amount as required by law and/or CITY administrative regulation 4.01. CONTRACTOR may elect to establish an escrow account for securities in-lieu of the five percent (5%) Retention in a form of escrow agreement compliant with law and subject to approval by the City Attorney (form of escrow agreement is attached as Exhibit D). Release of Retention monies shall constitute the Final Payment.

5.6 Early Release of Subcontractor Retention. [reserved]

5.7 Payment for On-Site and Off-Site Stored Materials. [reserved]

5.8 Title to Construction Work. CONTRACTOR warrants that title to all Construction Work covered by an Application for Payment shall pass to CITY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Construction Work for which Applications for Payment have been previously issued and payments received from D shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Construction Work.

5.9 Withholding of Payment. CITY may withhold payment on account of an Application for Payment if required or authorized by any Applicable Law, or to the extent necessary to protect CITY from loss because of:

5.9.1 defective Work not remedied;

5.9.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.9.3 failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;

5.9.4 damage to CITY or a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or

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.

5.10 Failure of Payment; Interest. In accordance with Public Contract Code §20104.50, CITY shall pay CONTRACTOR interest on any progress payment, which is made by CITY more than thirty (30) days after CITY receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in Code of Civil Procedure §685.010(a), and shall begin to accrue upon the expiration of said thirty (30) day period. Any written request for a progress payment which CITY determines to be disputed, improper or not suitable for payment for any reason shall be returned to CONTRACTOR within seven (7) days after receipt by CITY, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

5.11 Occupancy by CITY Prior to Acceptance. CITY reserves the right to Beneficial Occupancy and without charge by CONTRACTOR. In those areas of the Work which are completed, CITY may store materials, equipment, and supplies, and may perform partial operation.

5.12 Substantial Completion. When CONTRACTOR considers the entire Work complete and ready for its intended use, CONTRACTOR shall certify in writing to CITY that the entire Work is substantially complete provide CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

5.13 Final Completion. When the Work is fully completed, CONTRACTOR shall provide CITY with a Certificate of Final Completion and shall request final inspection in writing. Additionally, CONTRACTOR shall provide legally effective releases or waivers satisfactory to CITY of all lien rights arising out of or liens filed in connection with the Work. Within ten (10) calendar days of receipt of such completed request form, CITY shall make final inspection. If, following final inspection, CITY determines that the Work (including all Punch List items) has been fully completed, CITY will process a Notice of Completion. If CITY determines that the Work is not complete after receipt of certification from CONTRACTOR, CONTRACTOR shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by CONTRACTOR. In the event CITY determines the Work is fully completed, CITY shall initiate process of attaining a notice of completion.

5.13.1 Waiver of Claims at Final Payment. Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

5.14 Construction Allowance Items. [reserved]

5.15 Superintendent. CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Construction Work. The superintendent shall represent CONTRACTOR, and communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.16 Documents and Samples at the Site. CONTRACTOR shall maintain at the site for CITY one record copy of the drawings, specifications, addenda, Change Order and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. CONTRACTOR shall also prepare one reproducible set of as-built drawings. These shall be provided to CITY upon completion of the Work.

5.17 Contingency. [reserved]

ARTICLE 6 CHANGES IN THE WORK; CLAIMS

6.1 Changes. Changes in the Work shall be performed under applicable provisions of the Contract Documents. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to CITY or CONTRACTOR, the applicable unit prices for such change order/directive shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include CONTRACTOR's or Subcontractor's profit, Fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder.

6.2 Change Directives. The following procedures shall apply with respect to Change Directives:

6.2.1 Upon receipt of a Change Directive signed by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise CITY of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If CONTRACTOR receives a written communication signed by CITY which CONTRACTOR believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from CITY a written confirmation that such communication is in fact a Change Directive.

6.2.2 A Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR with the contents thereof, and shall convert the Change Directive to a Change Order.

6.2.3 If CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in Sections 6.5 or 6.10 below, as applicable. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.

6.2.4 Pending final determination of cost to CITY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by CONTRACTOR to CITY for a deletion or change which results in a net decrease in the GMP shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.

6.2.5 If CITY and CONTRACTOR do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

6.3 Change Proposals. If CITY requests CONTRACTOR to submit a Change Proposal which would entitle CONTRACTOR to an increase in the GMP for costs of preparation of such Change Proposal pursuant to the provisions of this Section 6.3, CONTRACTOR shall first estimate the costs of preparing such Change Proposal and inform CITY in writing of such costs. CITY shall then direct CONTRACTOR either to proceed with the Change Proposal or cancel the Change Proposal. If CITY directs CONTRACTOR to proceed with the Change Proposal and then elects not to proceed with the Change Order contemplated therein, a Change Order shall be issued to reimburse CONTRACTOR for costs reasonably incurred by CONTRACTOR on account of such Change Proposal, but only to the extent the Change Order contemplated by such Change Proposal involves a material change to the scope of the Work requiring modification to one or more systems which have been designed and approved in accordance with the standards set forth in the technical specifications. To the extent the preparation of such Change Proposal impacts the Schedule (e.g., other Work is suspended pending a decision on such Change Proposal or the design or Design-Assist Work is delayed due to the preparation of the Change Proposal), an equitable adjustment in the Schedule shall be made.

6.4 Claims. CONTRACTOR shall submit any claims for additional compensation to CITY in writing. The claim shall set forth the reason(s) that CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice must be given to the Project Manager prior to the time that CONTRACTOR shall have performed the work giving rise to the potential work for additional compensation, if based on an act or failure to act by CITY, or in all other cases within fifteen (15) calendar days after happening of the event, thing or occurrence giving rise to the potential claim. Any and all Claims not presented as required herein shall be waived.

6.5 Change Orders Increasing or Decreasing Scope.

6.5.1 Increased Scope. With respect to Change Orders which increase the Scope of Work described on Exhibit F, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Section 6.6 below, the GMP shall be increased by the following "Scope Change Costs":

6.5.1.1 Construction Work and Mark Ups.

6.5.1.1.1 The estimated increase in the Cost of the Work attributable to the Change Order and which would not have been incurred but for the Change Order and/or Work Directive. In addition, CONTRACTOR may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to the increase in the Cost of the Work due to the Change Order. This markup shall constitute full compensation for all delay costs, overhead costs and profit. The GMP shall be revised accordingly.

6.5.1.1.2 When Change Order work is performed by a Subcontractor(s), each Subcontractor may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to their direct costs for labor, materials and equipment used in performing the Change Order work. The GMP shall be revised accordingly.

6.5.2 Decreased Scope. With respect to Change Orders, which decrease the Scope of Work described on Exhibit F, the GMP shall be decreased by the Cost of Work attributable to such Change Order and/or Work Directive. Furthermore, if the Change Order deletes a part of the Scope of Work, CONTRACTOR shall be entitled to retain a value of five percent (5%) of the full value of the reduction in Cost of Work attributable only to the portion of the Scope of Work deleted from the Scope of Work. The GMP shall be revised accordingly.

6.6 Change Orders on Account of Contingencies. With respect to Change Orders which are attributable to the following contingencies, the GMP shall be adjusted (increased or decreased) by the following "Contingency Costs," consisting of the following:

6.6.1 With respect to new or increased taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such new or increased taxes only. With respect to reductions in taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such reduced taxes only.

6.6.2 With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the date of this Agreement, the Change Order shall consist of the incremental amount of such increases or decreases. To the extent this Agreement states that a permit or certificate is not required and CONTRACTOR is later required to procure such permit or certificate, all out-of-pocket costs reasonably associated therewith shall be included in the Change Order.

6.7 Change Orders on Account of Excusable Delay. With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Section 6.7.3 below, the GMP shall be increased by the following “Delay Costs”:

6.7.1 Construction Work.

6.7.1.1 Increased allowable labor costs resulting from wage increases paid due to the delay;

6.7.1.2 Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;

6.7.1.3 Proven increased material costs;

6.7.1.4 Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);

6.7.1.5 Demobilization and remobilization costs; and

6.7.1.6 Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

6.7.2 Intentionally left blank.

6.7.3 Exceptions. The following exceptions to the provisions of Section 6.7.1 above shall apply:

6.7.3.1 With respect to the Excusable Delay described in Section 4.4.2.1, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.2 With respect to the Excusable Delay described in Section 4.4.2.2, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.3 With respect to the Excusable Delay described in Section 4.4.2.4, costs incurred in connection with such delay are chargeable against the Cost of the Work but shall not increase the GMP.

6.7.3.4 With respect to the Excusable Delay described in Section 4.4.2.5, in addition to the compensation provided in Section 6.7.1, CONTRACTOR shall be entitled to the additional costs set forth in Section 6.10.

6.7.3.5 With respect to the Excusable Delay described in Section 4.4.2.7, additional compensation shall only be paid if the change in Applicable Law is not a change in law of general application (e.g., CAL/OSHA), but is a change in law specifically affecting the Project.

6.8 Force Majeure. There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

6.9 Intentionally left blank.

6.10 Change Orders on Account of Differing Site Conditions. If CONTRACTOR encounters conditions described in Section 4.4 which constitute Excusable Delay, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 6.7.1), the GMP shall also be increased by the additional Cost of the Work attributable to such conditions which would not have been incurred but for such conditions.

6.11 Time Extensions on Account of Change Orders. CONTRACTOR shall be entitled to a time extension in connection with any Change Order to the extent its time of performance is extended due to such Change Order. CONTRACTOR shall present to CITY a CPM analysis showing how the Change Order affects the critical path of the Work.

ARTICLE 7 CORRECTION OF WORK

7.1 Correction of Work Prior to Completion. Prior to the date of Final Completion, CONTRACTOR shall correct Work which (a) CITY reasonably rejects as being defective or nonconforming to the requirements of the Contract Documents in a written notice delivered to CONTRACTOR or (b) CONTRACTOR recognizes is defective or nonconforming to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work. Prior to the date of Final Completion, the cost of correcting any damaged or defective work shall be paid as a Cost of the Work.

7.2 Correction of Work After Completion. For defects identified by CITY and for which CITY has notified CONTRACTOR within a period of twelve (12) months after the date of Final Completion, or within such longer period as may be provided by special warranties contained in the Contract Documents, CONTRACTOR shall re-execute, correct, repair or replace all Work found to be defective or nonconforming to the Contract Documents (whether arising from a construction defect, error, omission or deficiency). If other portions of the Work are adversely affected by or damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work.

7.3 Acceptance of Nonconforming Work. If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

7.4 No Effect on Limitations. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR may have under the Contract Documents.

ARTICLE 8 SUBCONTRACTORS

8.1 Subcontracts

8.1.1 Incorporation of Contract Documents. CONTRACTOR may enter into Subcontracts with various Subcontractors for portions of the Work. The Subcontracts shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, to assume towards CONTRACTOR all the obligations and responsibilities which CONTRACTOR assumes towards CITY. All Subcontracts shall incorporate the terms of this Agreement and the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor.

8.1.2 Approval of Subcontractors. Those portions of the Construction Work that the CONTRACTOR does not intend to perform with CONTRACTOR's own personnel shall be performed under Subcontracts. A proposed list of Subcontractors shall be submitted to CITY for approval. Proposed Subcontractors will be deemed accepted unless CITY objects in writing within five (5) days after submission by CONTRACTOR.

ARTICLE 9 INSURANCE AND BONDS; INDEMNIFICATION

9.1 Insurance to be provided by CONTRACTOR:

A. Evidence of Coverage. CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. CONTRACTOR shall provide ten (10) Days prior written notice to CITY of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

1.	Commercial General Liability	\$2,000,000 each occurrence
	Minor Construction Project	\$4,000,000 aggregate
	(Projects under \$1,000,000)	
		Personal Injury:
		\$2,000,000 each occurrence
		\$4,000,000 aggregate
	Commercial General Liability for	\$5,000,000 each occurrence
	Major Construction Projects	\$10,000,000 aggregate
	(Projects over \$1,000,000)	Personal Injury:
		\$5,000,000 each occurrence
		\$10,000,000 aggregate

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability Insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither CITY nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. 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.
- f. Waiver of subrogation endorsement.
- g. CONTRACTOR shall furnish a certificate for the period covered.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of CITY, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance: CONTRACTOR shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. CONTRACTOR shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with CITY. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

D. Other Insurance Provisions.

1. The requirements of the Contract Conditions as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by CITY, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude CITY from taking any other action available to it under any other provision of the Contract or law.

2. CITY acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of CONTRACTOR. However, this shall not in any way limit liabilities assumed by CONTRACTOR under the Contract. Any self-insurance must be approved in writing by CITY, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. 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.

3. CONTRACTOR agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, 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 Contract. 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. Alternatively, CONTRACTOR may insure subcontractor(s) under its own policy.

4. CITY, its officers, agents, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

5. The limits of insurance required in this Contract 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 the CITY's own insurance shall be called upon to protect it as a named insured.

6. In the event CONTRACTOR retains the Architect/Engineer, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement) in the amount of \$2,000,000.

7. CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

9.2 Insurance to be provided by CITY. [not applicable]

9.3 Payment, Performance and Warranty Bonds. CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site; provided, however, the Warranty Bond shall be waived if such bond is not required pursuant to CITY's request for proposals for the Project. The Payment and Performance Bonds shall be in a penal sum equal to one hundred percent (100%) of the GMP, and the Warranty Bond shall be in the penal sum equal to ten percent (10%) of the GMP. All bonds shall be in the form as set forth in Exhibit E hereto. All premiums for the Performance, Labor & Materials, and Warranty Bonds shall be a Cost of the Work. CITY shall have the right to withhold any payment(s) under this Agreement until CONTRACTOR has fully complied with this sub-section.

9.4 Indemnification. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except for such claims arising from the sole or active negligence of CITY. 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs.

10.1.1 Site Safety. CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.

10.1.2 Safety Notices. In connection with the performance of the Work, CONTRACTOR shall provide notices and comply with all Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.

10.2 Safety of Persons and Property.

It is the intent of the parties that CITY is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted fabrication and construction practices and all applicable Laws and Standards and Codes, CONTRACTOR shall have the authority and be solely and completely responsible for the safety of all property utilized and all persons performing under this Agreement. Moreover, the CONTRACTOR shall be the controlling employer and has the authority and responsibility to enforce safety for all fabrication, construction work, and Work performed under this Agreement. The services of CITY's contract administrator, if any, in conducting a review of CONTRACTOR's performance under this Agreement is not intended to include a review of the adequacy of CONTRACTOR's work methods, equipment or safety measures. If CITY and/or its contract administrator observes a safety violation related to the CONTRACTOR's performance under this Agreement, then CITY and/or its contract administrator will report the violation to the CONTRACTOR who is then responsible for assuring the violation is abated.

CONTRACTOR is hereby informed that work on this Project could be hazardous. CONTRACTOR shall carefully instruct all personnel performing under this Agreement in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.

All Equipment, Work and materials provided under this Agreement shall be in strict accordance with all applicable Laws and Standards and Codes, and attention is drawn to the requirements of CAL/OSHA.

CONTRACTOR shall perform under this Agreement so as not to expose personnel to, or to discharge into the atmosphere from any materials brought to the Site by CONTRACTOR, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of applicable Laws and Standards and Codes.

10.2.1 Reasonable Precautions. CONTRACTOR shall take all precautions and implement all safety measures and requirements imposed by any Applicable Law. Without limiting the generality of the foregoing, CONTRACTOR shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

10.2.1.1 Employees on the Work and other persons who may be affected thereby;

10.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of CONTRACTOR; and

10.2.1.3 Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

10.2.2 Safeguards. CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

regulations and notifying CITY and users of adjacent sites and utilities, and shall comply fully with the requirements of CAL/OSHA.

10.2.3 Use of Explosives. Use of explosives is prohibited, unless approved in advance in writing by CITY. CITY may impose reasonable conditions on the use of explosives.

10.2.4 Remedy of Damage. CONTRACTOR shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by CONTRACTOR, or anyone employed by or in control of CONTRACTOR, or any Subcontractor. All costs incurred by CONTRACTOR in connection with its obligations under this Section shall be cost of the Work, but shall not increase the GMP.

10.2.5 Designation of Safety Coordinator. [reserved]

10.2.6 Loads. CONTRACTOR shall not load or permit any part of the Construction Work or the Site to be loaded so as to endanger its safety.

10.3 Security. CONTRACTOR shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. CONTRACTOR shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. CONTRACTOR shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours. Such precautions may include provision of security guards.

10.4 Damage to Property at the Site. CONTRACTOR shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of CITY or its representatives, agents or employees. The costs and expenses incurred by CONTRACTOR under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of Section 2.20.5 hereof.

10.5 Damage to Property of Others. CONTRACTOR shall avoid damage, as a result of CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of CITY. CONTRACTOR shall repair any such damage caused by the operations of CONTRACTOR, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.

10.6 Failure of CONTRACTOR to Repair Damage. If CONTRACTOR fails to commence the repair of damage to property as set forth in this Article, and/or diligently pursue such repair, then CITY, after ten (10) Days prior written notice to CONTRACTOR (provided CONTRACTOR has not commenced such repair during such ten (10) Day period), may elect to

repair such damages with its own forces and to deduct from payments due or to become due to CONTRACTOR amounts paid or incurred by CITY is correcting such damage.

10.7 Emergencies. In an emergency affecting the safety of persons or property, CONTRACTOR shall act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time caused by CONTRACTOR on account of an emergency not caused by the fault or neglect of CONTRACTOR shall be determined as provided in Section 6.2 hereof.

ARTICLE 11 DISPUTES

11.1 Disputes between CITY and CONTRACTOR. In the event of any dispute arising between CITY and CONTRACTOR regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, and subject to any claims presentation requirements set forth in the Contract Documents, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

11.2 Dispute Resolution Procedures. CONTRACTOR must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to CITY by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the Work and will be handled in accordance with the procedures set forth in Section 9204 of the Public Contract Code.

ARTICLE 12 EVENTS OF DEFAULT AND REMEDIES; TERMINATION

12.1 CONTRACTOR Events of Default. The following shall be considered "CONTRACTOR Events of Default":

12.1.1 If CONTRACTOR fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;

12.1.2 If CONTRACTOR materially breaches this Agreement and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Subcontractors or violation of Applicable Laws);

12.1.3 If a custodian, trustee or receiver is appointed for CONTRACTOR, or if CONTRACTOR becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or CONTRACTOR causes or suffers an order for relief to be entered with respect to it under applicable bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for CONTRACTOR, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against CONTRACTOR, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

12.2 Remedies of CITY upon a CONTRACTOR Event of Default.

12.2.1 Termination of Contract. Upon the occurrence of a CONTRACTOR Event of Default, CITY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to CONTRACTOR, provided that CONTRACTOR has not commenced a cure within such seven (7) Day period. Without prejudice to any other rights or remedies of CITY, CITY may:

12.2.1.1 Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;

12.2.1.2 Accept assignment of Subcontracts; and

12.2.1.3 Finish the Work by whatever reasonable method CITY may deem expedient.

12.2.1.4 When CITY terminates the Contract as aforesaid, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to CONTRACTOR, up to the amount due CONTRACTOR for work performed prior to termination. If such costs exceed the unpaid balance of the GMP, CONTRACTOR shall pay the difference to CITY.

12.2.2 Recourse to Payment and Performance Bonds. Upon the occurrence of a CONTRACTOR Event of Default and termination of this Contract by CITY, CITY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable.

12.3 Remedies not Exclusive. Except as otherwise provided in this Agreement, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other available legal or equitable remedy, existing now or hereafter. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

12.4 Termination or Suspension for Convenience.

12.4.1 Termination for Convenience. CITY may, without cause, terminate this Contract, or any portion of Work to be performed hereunder at any time by a notice in writing from CITY to CONTRACTOR for CITY's convenience. In such case, CITY shall pay to CONTRACTOR all funds due CONTRACTOR for work performed up to the date of termination, plus all demobilization and close-out costs, including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid Retention, shall be released within thirty (30) Days of termination of the Contract for convenience, subject to any withholding required or authorized by any Applicable Law. In no event shall such amounts owed to CONTRACTOR exceed the GMP.

12.4.2 Suspension for Convenience. CITY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for increases in the cost of performance of the Work, including Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law. This Contract shall be construed with and governed by the laws of the State of California.

13.2 Successors and Assigns. CITY and CONTRACTOR respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract without the prior written consent of the other.

13.3 Notice. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to CITY:

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

If to CONTRACTOR:

J. Dean Bailey
President
730 W. Stadium Lane
Sacramento, CA 95834

Address for Notice may be changed by Notice to the other Party.

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

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Agreement.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site. Prevailing wage rates to be posted at the Site will be furnished by the Department. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its Proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

13.5 Modifications. No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

13.6 Interpretation. Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. In the event of any conflict between or among the Contract Documents, the provisions of this Agreement shall govern.

13.7 Severability. If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

13.8 Whole Agreement. This Agreement, the Exhibits hereto and the Contract Documents, specifications and Drawings shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein

13.9 Accounting Records. CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to CITY. CITY and CITY's accountants shall be afforded access to CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and CONTRACTOR shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

13.10 Intentionally left blank.

13.11 No Waiver. Neither the inspection by CITY or its agents, nor any order or certificate for payment of money, nor payment for, nor acceptance of the whole or any part of the work by CITY, nor any extensions of time, nor any position taken by CITY or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to CITY or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

13.12 CONTRACTOR Shall Assume Risks. Until the Final Completion or acceptance by CITY of all Work under this Contract, the Work shall be under CONTRACTOR's responsible care and charge. CONTRACTOR shall rebuild, repair, restore and make good all injuries, damages, corrections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work, except as otherwise stipulated.

13.13 General Liability of CONTRACTOR. Except as otherwise herein expressly stipulated, CONTRACTOR shall perform all the work and furnish all the labor, materials, tools power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner within the time herein specified. The mention of any specific duty or liability of CONTRACTOR shall not be construed as a limitation or restriction of any general liability or duty of CONTRACTOR and, any reference to any specific duty or liability shall be construed to be the purpose of explanation.

13.14 Attorney's Fees and Venue. If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party 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. To the extent permitted by applicable law, each Party waives any defense that it may have based on lack of *in personam* jurisdiction or *forum nonconveniens*.

13.15 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

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 CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

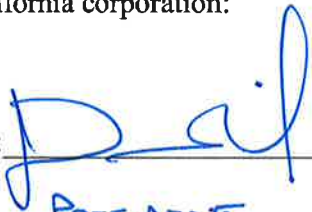
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE

By: 
RICHARD D. PLECKER
Environmental Utilities Director

AUBURN CONSTRUCTORS, INC., a
California corporation:

BY: 
its: PRESIDENT

and

BY: 
its: Sec/Treas.

LIST OF EXHIBITS:

- | | |
|------------------|---|
| Exhibit A | Guaranteed Maximum Price |
| Exhibit B | Construction Allowance Items [reserved] |
| Exhibit C | Hazardous Materials |
| Exhibit D | In Lieu of Securities Escrow Agreement |
| Exhibit E | Performance, Labor & Materials, and Warranty Bonds
(Note: Warranty Bond requirement may be waived at the option of CITY) |
| Exhibit F | CONTRACTOR's Proposal |

EXHIBIT A

GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price** as of the date of execution of this Agreement is eighteen million four hundred twenty thousand three hundred dollars (\$18,420,300.00), U.S. Currency.

B. FEE AND CONTINGENCY: The Fee and Contingency amounts, if any, are as stated in the Proposal.

C. COST OF THE WORK:

1. "Cost of the Work." The term "Cost of the Work" shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

2. Construction Costs.

2.1 Labor Costs.

2.1.1 Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY's agreement, at off-site workshops.

2.1.2 Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.

2.1.3 Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.4 Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 through 2.1.3 above.

2.2 Subcontract Costs. Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

2.3 Costs of Materials and Equipment Incorporated in the Completed Construction. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2.4 Costs of other Materials and Equipment, Temporary Facilities, and Related Items.

2.4.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.

2.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.

2.4.3 Costs of removal of debris from the Site.

2.4.4 Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

2.5 Premiums; Taxes; Fees; Royalties.

2.5.1 That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.

2.5.2 Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.

2.5.3 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.

2.5.4 Fees of testing laboratories for tests required by the Contract Documents or government authorities.

2.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents;

payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.

2.5.6 Deposits lost for cause other than CONTRACTOR's negligence.

2.6 Emergencies. Costs incurred in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 10.7 of this Agreement.

2.7 Other Costs. Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

3. Items not Included in Cost of the Work.

3.1 Salaries and other compensation of CONTRACTOR's personnel stationed at CONTRACTOR's principal office or offices other than the Site, except as specifically provided in subsections 2.1.2 and 2.1.3 above.

3.2 Expenses of CONTRACTOR's principal office and offices, other than the Site office.

3.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.

3.4 The capital expenses of CONTRACTOR, including interest on capital employed for the Work.

3.5 Costs that would cause the GMP to be exceeded.

EXHIBIT B
CONSTRUCTION ALLOWANCE ITEMS

(reserved)

EXHIBIT B

CONSTRUCTION ALLOWANCES AND ALLOWANCE AMOUNTS

Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project

The following cost allowances and allowance amounts are included in the GMP as part of the Contract:

Item #	Allowance Description	Allowance Amount
1	Concrete repair of existing basins 100/200.	\$15,000.00
2	Spot repair of 42" PE pipe lining between basins 100/200 and the primary sed. basins.	\$ 5,000.00
3	42" PE pipeline cleaning and inspection of item 2 above.	\$10,000.00
4	Replacement of existing aeration system components while working in Basins 500-800.	\$25,000.00
5		
6.		

DUTIES OF CONTRACTOR

- A.** Plan allowance work collaboratively with the CITY REPRESENTATIVE and ENGINEER to control allowance costs and avoid impacts to the Progress Schedule.
- B.** Advise CITY REPRESENTATIVE at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
- C.** Obtain competitive proposals from material suppliers, including:
 - 1.** Quantity.
 - 2.** Complete description of product and services provided under allowance.
 - 3.** Unit cost.
 - 4.** Total amount of purchase.
 - 5.** Taxes and delivery charges.
- D.** On notification of selection, enter into purchase agreement with designated supplier.
- E.** Arrange for delivery and unloading.
- F.** Install products in accordance with Contract Documents.
- G.** Maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict the total cost incurred for each Allowance Item.
- H.** Monitor each allowance item total costs to date and immediately report to the CITY REPRESENTATIVE should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the CONTRACTOR shall quantify

EXHIBIT B

ALLOWANCES AND ALLOWANCE AMOUNTS

and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the CITY REPRESENTATIVE.

DUTIES OF CITY REPRESENTATIVE

- A. Consult with CONTRACTOR and CITY in consideration of equipment or material and suppliers.
- B. Provide CONTRACTOR with all required product, technical or design related information as it pertains to the Allowance items.
- C. Make equipment, supplier or system selection and request proposal from CONTRACTOR for these items covered by each Allowance.
- D. Notify CONTRACTOR of final equipment, supplier or system selection to allow CONTRACTOR to begin submittal and procurement.
- E. Review cost to date information submitted by the CONTRACTOR and prepare Change Orders as required for CITY approval.

ADJUSTMENT OF COSTS

- A. The CONTRACTOR shall not exceed the allowance amounts shown in above table without the written approval of the CITY. Should the CONTRACTOR exceed the allowance amounts without the written approval of the CITY, the CONTRACTOR will be responsible for all costs greater than the allowance amounts shown in above table.
- B. Contractor will be paid the actual total cost of each Allowance Item as a Cost of the Work. When actual total cost is more or less than amount of allowance, the GMP will be adjusted by Change Order.

*****END OF EXHIBIT B*****

EXHIBIT B ALLOWANCES AND ALLOWANCE AMOUNTS

EXHIBIT C

HAZARDOUS MATERIALS

1. Certain Definitions.

1.1 “Hazardous Materials” means any substance:

1.1.1 the presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;

1.1.2 which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. (“RCRA”);

1.1.3 which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;

1.1.4 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;

1.1.5 the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or

1.1.6 the presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

1.2 “Underground Storage Tank” shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

1.2.1 any tank of 1,100 gallons or less capacity used for storing motor fuel;

1.2.2 any tank used for storing heating oil for consumption on the premises where stored;

1.2.3 any septic tank; and

1.2.4 any pipes connected to items 1.2.1-1.2.3.

1.3 “Environmental Requirements” means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1.3.1 all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

1.3.2 all requirements pertaining to the protection of the health and safety of employees or the public.

1.4 “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1.4.1 damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

1.4.2 fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

1.4.3 liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph 1.4.2.

1.5 “Environmental Conditions” means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

2. Investigation of Site.

2.1 Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts (“Environmental Contracts”) with suitably qualified consultants and/or engineers (“Environmental Engineers”), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their

tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.

2.2 The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

2.3 The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.

2.4 The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

3. Remedial Actions.

3.1 If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.

3.2 CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.

3.3 If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

4. Payments: Liability of CONTRACTOR.

4.1 All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.

4.2 All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.

4.3 It is understood and agreed that with respect to any Environmental Conditions existing on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that CONTRACTOR shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4.4 CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

5. Environmental Responsibilities of CONTRACTOR.

5.1 CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

5.2 CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

5.3 CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

EXHIBIT D

IN LIEU OF SECURITIES ESCROW AGREEMENT

**(form of agreement follows this page)
(use is optional by Contractor)**

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(Project: _____)

THIS ESCROW AGREEMENT is made and entered into on this ____ day of _____, 20__ by and between the:

City of Roseville, whose address is:

311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract for public works entered into between the CITY and CONTRACTOR for the Project in the amount of _____

_____ dollars (\$ _____) dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Title

Name

Signature

Address

On behalf of CONTRACTOR:

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a
municipal corporation:

CONTRACTOR:
_____, a

BY: _____
ROB JENSEN
City Manager

BY: _____
its: _____

ATTEST:

and

BY: _____

BY: _____
SONIA OROZCO
City Clerk

its: _____

ESCROW AGENT:

APPROVED AS TO FORM:

BY: _____

its: _____

BY: _____
ROBERT R. SCHMITT
City Attorney

and

BY: _____

APPROVED AS TO SUBSTANCE:

its: _____

BY: _____
JAY PANZICA
Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT:

BY: _____
RICHARD D. PLECKER
Environmental Utility Director

ESCROW No. _____

EXHIBIT E
BOND FORMS

EXHIBIT F
CONTRACT PROPOSAL

**Dry Creek WWTP
Cogeneration and Nitrate Reduction
Improvements Project
Design Assist Technical Proposal**



November 16, 2017



November 16, 2017

City of Roseville
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747
Attention: Luzedevina "Nina" Buelna, P.E.

Dear Nina:

Auburn Constructors, Inc. is please to submit the attached Proposal for the **Dry Creek WWTP Cogeneration and Nitrate Reduction Improvements Project**. Enclosed please find ten (10) copies as well as a PDF copy, as requested.

Auburn Constructors looks forward to the opportunity to bring a focused, effective and efficient team of the right people to work in a collaborative and cooperative manner with the City of Roseville and Brown and Caldwell on this very important project. We will build on our individual talents along with our successful history of working together in the alternative delivery of treatment plant improvements to bring the City of Roseville a creative, innovative, high quality project which is both responsive to operational improvements and responsible to the budgetary realities of the project.

Auburn Constructors is fully committed to performing the services and adhere to the requirements described in the RFP, including the following addenda:

- Addendum #1 – October 24, 2017
- Addendum #2 – October 31, 2017
- Addendum #3 – November 7, 2017
- Addendum #4 – November 7, 2017
- Addendum #5 – November 9, 2017

Please let me know if you have any further questions or comments regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dean Bailey", is written over the printed name.

Dean Bailey
President

PH: (916) 924-0344

Fax: (916) 924-1800

dbailey@auburnconstructors.com

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Technical Proposal

Table of Contents

Tab A – Firm’s Qualifications

Tab B – Experience and References

Tab C – Qualifications of Team

Tab D – Project Understanding

Tab E – Project Plan

Tab F – Not Used

Tab G – Required Statements/Documents

Tab H – Exceptions

Tab I – Competency of Proposer

Tab J – Cost Proposal

Tab K – Safety Record

Tab L – Accounting System

Tab M – Financial Status

List of Exhibits

Exhibit 1 – Project References

Exhibit 2 – Project Schedule

Exhibit 3 – Resumes

Exhibit 4 – Scaffolding Diagram

Tab A

**Firm
Qualifications**

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Firm Qualifications

Auburn Constructors, Inc. (ACI) is an innovative leader in the construction of water/wastewater treatment plants, water/wastewater pumping facilities, water storage facilities, storm water pumping plants and other water resource/recovery projects. ACI is a full service general contractor that self-performs the majority of all field work with its own experienced crews, including structural concrete, mechanical and process piping, equipment installation and associated earthwork as well as all electrical and instrumentation installations.

ACI is financially strong, carries no debt and can bond single projects up to \$80 million. ACI believes its reputation will be the key to continued growth and success. ACI's ownership and management understands the company's reputation is the result of the individual moral character and performance of each employee at all levels of employment. Therefore, ACI provides a positive, principal-centered work environment which empowers its employees to increase their performance capabilities. ACI accepts only the highest ethical standards of conduct and doing the right things as employees make decisions each day.

The most important asset of the company is the quality of its personnel. Only positive, enthusiastic people with proven skills and a desire to learn new ones are offered employment with the company. Many of the company's craftspeople are skilled in several trades which makes the crews versatile and efficient. ACI supports its projects with a corporate staff that is thoroughly experienced in all aspects of construction accounting, contracts, risk-management and employee administration services.

The goal of ACI is to deliver this project to the City before its expected completion date and for a lower cost than it budgeted. During the pre-construction planning process ACI managers collaborate with the City, Engineer, Subcontractors and Major Suppliers to blend form and function with budget and time. All management partners pay particular attention to every detail in order to deliver a quality project as cost-effectively as possible.

The electrical contractor is a vital member of the contracting team for any municipal treatment project. The magnitude of the electrical and instrumentation scope of work on a typical wastewater treatment/water delivery project requires the Contractor to possess, ideally with its own personnel, the capacity and knowledge of this type of work in order to successfully construct, test and implement all of the electrical and instrumentation portions of the project. ACI, through its in-house Electrical Division, can provide the City with the assurances these requirements will be met.

The civil and mechanical capabilities of ACI are equally unmatched within the treatment plant construction industry. Most projects completed by ACI are constructed adjacent to the past work of other contractors. ACI takes pride in continually earning a positive comparison when ACI's completed work is seen next to that of another contractor.

Additionally, ACI has a culture to train and promote from within the organization. ACI has promoted from within more than 80% of the foremen currently employed by ACI. This enables ACI to hand pick each foreman based on his leadership capabilities, craftsmanship, attention to safety and moral character. This also provides for a sense of purpose to each and every apprentice and journeyman employed by ACI that they, too, can achieve these positions should they desire. Motivation and loyalty breed success throughout ACI.

ACI currently employs and trains apprentices in the electrical, laborer and carpenter disciplines. These apprentice employees are enrolled in either the Western Electrical Contractors Association apprenticeship program or in the Associated Builders and Contractors apprenticeship program. In addition, ACI maintains a seat on the Board of Trustees for the Associated Builders and Contractors Apprenticeship Training Trust. This Board oversees all financial aspects of the apprentice training program for the ABC. These actions further demonstrate ACI's commitment to employee training and, most importantly, employee loyalty and retention of quality employees by ACI.

ACI has successfully completed numerous complex and highly technical structural concrete projects, mechanical process piping projects and intricate electrical and instrumentation projects. The City is encouraged to look closely at each completed ACI project located under Tab B to identify the level of quality craftsmanship the City will see upon the completion of this project by ACI.

ACI shall utilize subcontractors and sub-consultants, which are specifically identified under Tab C, to supplement our staff for the following portions of Work:

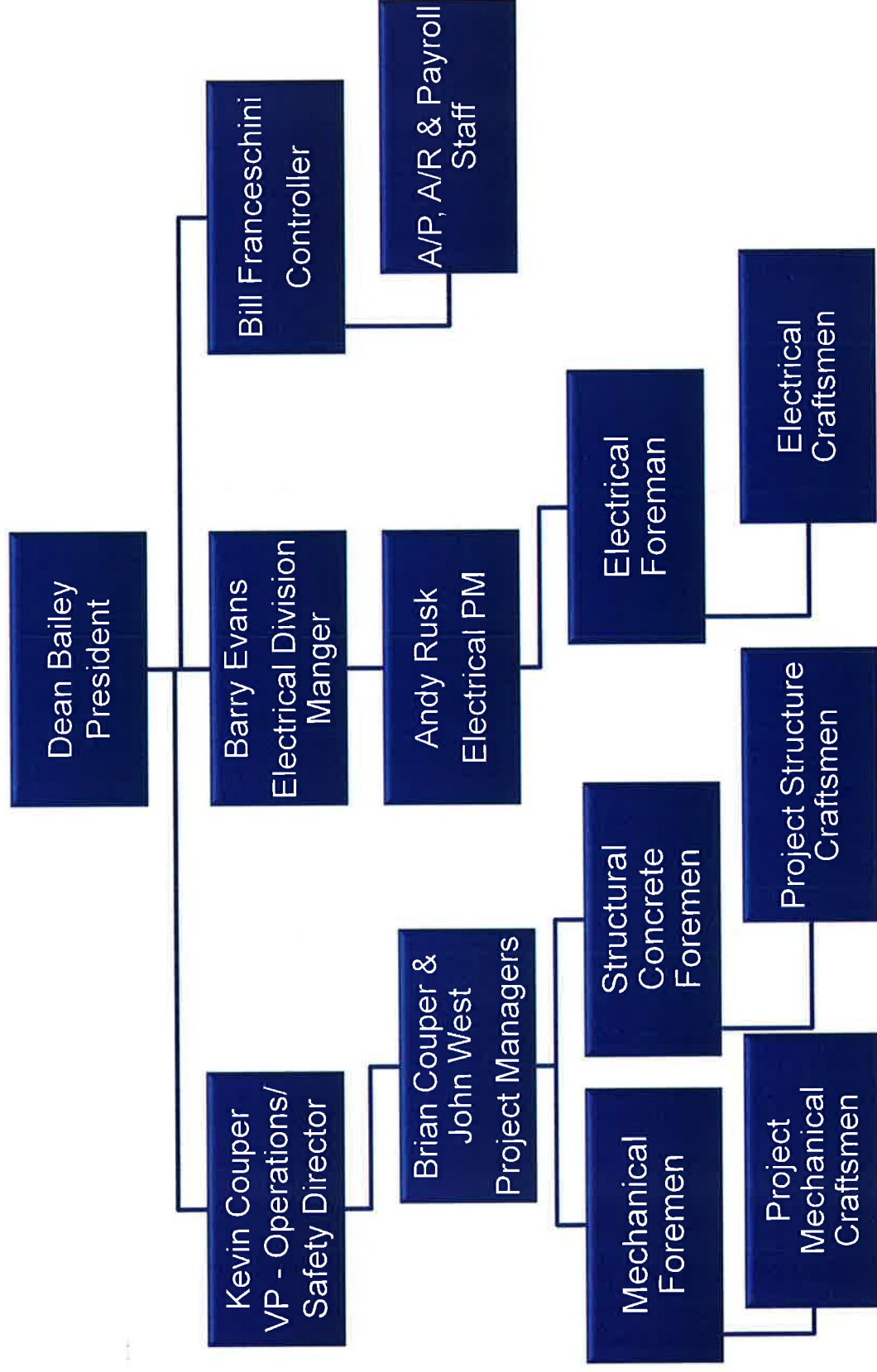
- Instrumentation and Controls
- Professional Engineering Services for deferred contract items of work
- Rebar
- Coatings
- Metal Canopies
- Site Grading and Paving
- Concrete Demolition
- Roofing
- Scaffolding Pipe Insulation
- NETA/Arc Flash Testing

Attached you will find the ACI organizational chart for this project. The chart details the individuals responsible for all aspects of this project. As required in the RFP, ACI notes it has added four (4) Project Managers and has maintained an average of 50 – 80 craftspeople in the past five years. These changes confirm the growing and advancing opportunities offered to management and craftspeople employed by ACI.

As previously noted, ACI believes employees are its most important asset and anyone visiting or working at an ACI project must be kept safe from the intrinsic danger of a construction site. As such, safety is considered the Company's first priority. ACI commences with safety training when each person is hired. All new employees must pass a pre-employment drug and alcohol screen and sign up to the Drug & Alcohol Prevention Policy as a condition of employment. Then all new employees are thoroughly trained in safe work practices as it pertains to their respective work assignments. Safety is the key consideration when activities are planned and our subcontractors are required to follow strict safety protocols as well. ACI believes its strict attitude towards safety is the reason the company has an excellent safety record and has never received an OSHA citation despite several OSHA visits over the years. More important than a good safety record, we want all employees to retire in good health with no injuries along the way.

Auburn Constructors, Inc.

Organization Chart



Tab B

**Experience
and
References**

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Experience and References

Auburn Constructors, Inc. (ACI) is a General Engineering contractor that has been providing a wide range of construction services for Clients/Owners in California and Nevada since 1990. ACI specializes in the construction of water and wastewater treatment facilities, storm water and fresh water pump stations, water storage facilities, and other water resource/recovery projects. Each project is approached as a joint effort between the client, design, and construction teams. We consistently deliver the highest quality and best value to our clients by integrating teamwork, dedicated project management, and outstanding craftsmanship.

ACI is a full service general contractor that self-performs the majority of all field work with its own experienced crews, including structural concrete, mechanical and process piping, equipment installation and associated earthwork as well as all electrical and instrumentation installations. Throughout our history, ACI has completed numerous construction projects under alternative contracting methods, including the following projects with the City of Roseville:

- Dry Creek WWTP Odor Control Bio-filter (Design Build)
- Dry Creek WWTP Effluent Cooling Towers (Design Build)
- Pleasant Grove WWTP UV Disinfection (Design Assist)
- Dry Creek WWTP Secondary Clarifier(s) Rehabilitation (Design Assist) - **2013**
- Roseville WTP Concrete & Clarifier Coating and Rehabilitation (Design Assist) - **2015**

ACI has also completed the following projects under alternative contracting methods with Brown and Caldwell:

- Pleasant Grove WWTP UV Disinfection (Design Assist), with Brown and Caldwell and the Construction Manager (Tim Hansen)
- SRCSO Technology Pilot Project (Design Build) - **2012**
- California American Water Nut Plains GAC Filter System (Design Build) - **2017**

Other projects constructed by ACI using alternative contracting methods include projects for the Calaveras County Water District, Kirkwood PUD, California American Water Company, Sacramento Regional County Sewer District, Modesto Irrigation District and numerous water and wastewater facilities for Indian Gaming Facilities throughout Northern California.

Please see Exhibit 1 for Major Engineered Construction Projects and References Completed 2012 to the present.

Tab C

**Qualifications
of Team**

Qualifications of Team

ACI utilizes a rather unique management philosophy on all of projects. Project Managers are assigned to a project in a full time, on-site role. All managers are responsible for all aspects of the project except for payment of material invoices and subcontractor progress payments and the payment of employee payroll. The latter functions are accomplished by the ACI main office in Sacramento.

ACI enjoys a very low level of employee turnover both within in the management ranks as well as at the craftsmen level. The average tenure of an ACI Project Manager is more than ten (10) years and the average tenure of an ACI Foreman is more than eight (8) years. ACI is dedicated to assigning the highest quality professional construction personnel to each project constructed by the firm.

Auburn Constructors' corporate office is located at 730 W. Stadium Lane, Sacramento, CA 95834. ACI holds California Contractors License Number 606405. This license was issued to the company on November 14, 1990 and has never lapsed nor has it been rendered inactive. ACI currently is licensed in the classifications of A (General Engineering Contractor), B (General Building Contractor) and C-10 (Electrical). ACI has never received a citation against its license since inception. ACI also holds Nevada Contractors Licenses 70962 and 77006, Oregon License 85794 and Washington License AUBURCIO88MO. All licenses are current and in good standing.

ACI has hand selected certain subcontractors and sub-consultants to work on this project based on their past performance on ACI projects. ACI intends to utilize subcontractors and sub-consultants for the following work activities:

- Instrumentation and Controls – Technical Systems, Inc., Dixon, CA
- Professional Engineering Services – Waterworks Engineers, Roseville, CA
- Rebar – Camblin Steel, Rocklin, CA
- Coatings – Mason Paint, Orangevale, CA
- Metal Canopies – Cranston Steel Structures, Inc., Woodland, CA
- Asphalt Paving – Sierra Asphalt, Inc. Rancho Cordova, CA
- Concrete Demolition – Penhall Company, Sacramento, CA
- Roofing – California Single Ply, Rocklin, CA
- Pipe Insulation/Heat Tracing – Farwest Insulation Contracting, Livermore, CA
- NETA/Arc Flash Testing – Pacific Power Testing, Inc., San Leandro, CA
- Scaffolding – Safway Scaffolding, Sacramento, CA

The balance of work activities will be supervised and performed by ACI employees. ACI will only employ additional subcontractors with the express consent of the CITY.

Please refer to Exhibit 3 for the professional resumes for the proposed ACI Project Team. Please note the ACI Project Managers will be on-site full-time from the beginning of this project. The Project Management Team is readily available for this project once Contractor selection has been made. The following is a brief description of the duties and qualifications of each individual indicated on our organization chart as it relates to this project. Each of these individuals are based

at the corporate office of ACI, reside in the Sacramento region and are readily available to be assigned to this project.

Dean Bailey, President – Mr. Bailey, the majority shareholder of ACI, holds a degree in Construction Management from California State University, Chico and has over 27 years of experience with ACI constructing water and wastewater treatment facilities in the Western United States. Mr. Bailey will oversee all contractual matters for this project. As President and Chairman of the Board for Auburn Constructors, Inc., Mr. Bailey has an intimate knowledge of the project requirements as well as the intrinsic liabilities as they relate to the balance of ACI's corporate structure.

Kevin Couper, Vice President – Mr. Couper holds a Construction Management Certificate from the University of California, Davis and has over 25 years of experience with ACI constructing water and wastewater treatment facilities in the Western United States. Mr. Couper manages all field operations for ACI, assuring proper manpower and equipment are assigned to all projects at all times and works closely with each manager as needs arise. Additionally, Mr. Couper holds the position of ACI Safety Director.

Brian Couper, Project Manager – Mr. Couper will be the one of the on-site project managers for ACI. Mr. Couper holds a Bachelor of Science in Civil Engineering from the University of Nevada, Reno. Mr. Couper has successfully completed numerous projects for ACI since joining the company in 2001.

John West, Project Manager – Mr. West will be the one of the on-site project managers for ACI. Mr. West holds a Bachelor of Science in Construction Management from California State University, Chico. Mr. West has successfully completed numerous projects for ACI since joining the company in 2005.

Bill Franceschini, CPA, Controller – Mr. Franceschini, a Certified Public Accountant, has managed all financial aspects for ACI since joining the firm in 1997. All progress payments, payroll, accounts payable and insurance needs are managed by Mr. Franceschini.

Barry Evans, Electrical Division Manager – Mr. Evans manages all electrical operations for ACI and is responsible for all business development for the Electrical Division. Mr. Evans oversees all electrical estimating and major electrical purchases for ACI. Mr. Evans commenced his employment with ACI in 2013.

Andy Rusk, Electrical Project Manager – Mr. Rusk will assist ACI project management staff on all electrical matters. Mr. Rusk will direct all manpower workforce utilization for the Electrical Division on this project. Mr. Rusk will develop, process and review electrical material and equipment submittals for this project, generate electrical RFI's and will perform overall electrical coordination with all trades. Mr. Rusk commenced his employment with ACI in 2016.

Tab D

**Project
Understanding**

Project Understanding

Pursuant to the Request for Proposal authored by the City of Roseville dated October 19, 2017. The Dry Creek WWTP Cogeneration and Nitrate Reduction Improvements Project consists of two design packages combined into one construction package. The City intends to work with a Contractor to provide the construction services using the City's Design-Assist delivery method. The City has retained the services of Brown and Caldwell (Engineer) to provide design services, engineering services during construction, and construction management services for this project. The project construction scope is separated into the following major components:

Nitrate Reduction Improvements Project – Required Completion by March 27, 2019

This project will consist of construction of a new acetic chemical storage and feed facility, replacement of existing aeration basin internal mixed liquor return (IMLR) pumps with new IMLR pumps and piping, installation of new hyperboloid mixers to two existing aeration basins, modifications to the existing filtrate return line, and modifications to the existing plant air headers. The major components of work are as follows:

Carbon Chemical Feed System:

The Carbon Chemical Feed Area is essentially a stand-alone component of the Nitrate Reduction Improvements with the exception of the connection to the new PLC located east of the North Basins. Scope Items include:

- Concrete containment structure and loading slab and metal canopy
- Chemical storage tanks, fume scrubber tank, metering pumps, and sump pumps with associated piping and electrical and instrumentation.

The critical components of the feed system include the Chemical Tanks and Pumps, Local Control Panel and 31-PLCP-900. We do not anticipate any issues with respect to the timely completion of this area of work.

Aeration Basin 100/200 Modifications:

These basins have been out of service for approximately 15 years and the scope of work includes extensive demolition, rehabilitation, replacement of equipment, and concrete repair.

- Demolition of existing surface aeration mixers, IMLR pump, baffle walls, effluent trough and selected piping and support steel. Filling unused openings with non-shrink grout and stainless steel plating.
- Rehabilitation of existing sluice gates, piping and basin concrete.
- Installation of new Aerator Mixers mounted on existing concrete pedestals.
- Installation of new aeration piping including control valves and air flow meters and associated piping supports.
- Installation of new IMLR pumps (2) in each basin (100 and 200) along with new access grating and supports and handrails, new MLR piping and modification to the existing MLR piping and installation of new air release valves.
- Installation of new digester gas and hot and cold water piping and aeration piping and piping support racks.
- Installation of new concrete baffle walls.

The procurement of several long lead items, such as the Invent Mixers, Fabricated Stainless Steel Piping

and Electrical Panels (31-PLCP-70, 31-31-PPAC-700, 31-MCCx-700, 31- LCPx-700) as well as PLC/SCADA Programming (by Others) are the critical path items for this area of work.

ACI anticipates working on these basins as soon as possible with an expected completion date by October 31st, 2018, including the 28-day Operational Test. ACI has given special consideration to the early completion of Aeration Basins 100/200 which may allow for some flexibility in taking Aeration Basins 500-800 out of service beyond the November 1st date allowed by the Specifications. This would improve our ability to achieve the completion milestone for the North Aeration Basins as discussed below.

Aeration Basin 500/600/700/800 Modifications:

- Demotion of IMLR pump and selected piping and appurtenances, demolition of selected air piping, removal of selected aeration diffusers.
- Installation of new aeration piping including control valves and air flow meters and associated piping supports. Control valves include new electro hydraulic actuators and v-port ball valves.
- Installation of new IMLR pumps (4), one in each basin (500,600,700,800) along with new access grating and support and handrails, new MLR piping and modification to the existing MLR piping and installation of new air release valves.
- Installation of new concrete baffle walls adjacent to IMLR pumps.
- Installation of baffle plating between the anoxic and aerobic zones.
- Modification and installation new FLT piping include air flow meter and control valve and associated pipe supports. Control valve includes an electro hydraulic actuator and v-port ball valve.

While the Completion Date for the overall Nitrate Reduction Improvements Project is March 27, 2019, Specification Section 01 12 16 4.01.A.1 states that Basins 500-800 shall not be out of service between November 1 and February 28. Addendum 5 further clarified that only one North Basin shall be out of service at a time. Therefore the effective Completion Date of Basins 500-800 is October 31, 2018. **This is the Critical Path to the overall project (see Exhibit 2 - Project Schedule).**

With these constraints, our Project Schedule indicates that this effective milestone is unrealistic, given the equipment procurement schedule developed from quotation lead times recently provided and the initial contractual requirements governing the sequence of work. However, we believe that through working with the City of Roseville and Brown and Caldwell we can provide acceptable alternatives to meet the operational requirements of the Dry Creek facility.

In particular, we suggest the following alternative solutions to the initial constraints which appear to be causing the delayed milestone completion. The preliminarily identifiable options to be considered are as follows:

- Authorizing the Pumps, Valves, and I&C purchase orders early to begin the procurement process thereby receiving the equipment sooner.
- Reconsidering the limitations of work on Aeration Basins 500-800 with the availability of Aeration Basins 100/200 upon its completion. Further discussions of this are provided within our workplan.
- Special consideration should also be given to the requirements for the specified Functional and Operation Testing for each individual basin upon its completion, this will allow construction on succeeding basins to start earlier. Individual Basin duration shutdowns can significantly compress for each basin should this consideration be accepted, which in turn will reduce the overall completion.

Electrical/Instrumentation:

- Installation of new light poles and lights and pulling new conductors to all lights. Demolition of existing conduits at all basins for existing equipment. Installation of new power, control and signal conduits and conductors in all Aeration Basins and to the carbon chemical feed area to feed equipment, instrumentation and lighting.
- Installation and modifications of new and existing MCCs, VFD enclosures, PLC panels, transformers and panel-boards at the aeration basins.
- Installation of new analyzers in the Aeration Basins include Dissolved Oxygen, Ammonia and Nitrate using MODBUS RTU communications. Also, new REXA type control valves to be installed at each aeration basin and will communicate via Modbus RTU.
- Modifications to existing plant DCS system to make provisions for additional I/O cards. Improvements to existing fiber optic network to accommodate new PLC's and other equipment.
- PLC and SCADA Programming (by others) shall be coordinated with ACI's Integrator.

Related Miscellaneous Work:

- Aeration piping connections to the existing system including the main distribution header in Blower Building and supply laterals to the individual North Basins. These tie-ins will require careful coordination with the City and Engineer to minimize interruptions to the Aeration system.
- Miscellaneous Paving and Grading associated with the Carbon Chemical Feed area.
- Utility pipe connections to the plant water and potable water.
- Removal of spent carbon material and vessel.
- Preparation and restoration of contractor laydown area and installation of contractor and construction manager trailer(s) for project.

Cogeneration Project- Required Completion by July 12, 2019

The overall project will consist of construction of a new digester gas conditioning system, high strength waste (HSW) receiving facility, and cogeneration system.

High Strength Waste Receiving Station:

The High Strength Waste Receiving Station is essentially a stand-alone component of the Cogeneration Project with the exception of completing this scope of work prior to the Cogen start-up and would be one of the first areas of construction activity. The scope includes:

- Concrete containment pad and metal canopy
- Installation of two stainless steel tanks and appurtenances, tank fill and recirculation piping including rock trap and fill/recirculation pumps
- Digester feed pumps and associated piping including heat tracing
- Odor control system including grease filter, activated carbon vessel, fan, piping and appurtenances

The critical components of the High Strength Waste Facility include the Stainless Steel Tanks and Pumps, Rock Trap, Electrical Panels (91-LCPx-301, 81-PPAC-300, 81-MCCx-300 and 81-PLCP-300), and PLC/SCADA programming (by Others). We do not anticipate any issues with respect to the timely completion of this area of work.

Gas Conditioning System:

The Gas Conditioning System requires careful scheduling as the construction affects both new and existing Plant process including the Gas Blending System and Boilers and new Cogen system. The scope includes:

- Concrete equipment pads and metal canopy
- Installation of Packaged Gas Conditioning system including hydrogen sulfide removal, gas blowers, gas cooling and siloxane removal with associated controls
- Work on the Chiller skids and Siloxane skid can begin prior to demo of Gas Blending System. This would potentially shorten the interruption of digester gas to the Boilers.
- This system involves a two staged start up. The initial lower volume phase will provide conditioned gas to the Boilers. This phase can take place at any time but requires that the new digester gas piping to the Boilers as part of the Digester Control Building Modifications is complete. The second stage brings the Conditioning System to full capacity for supply of the Cogen Unit. This phase must be timed with the Cogen startup on digester gas.

The City requests the Gas Blending System to remain in service for as long as possible, therefore work related to the H₂S Removal Tanks and Gas Conditioning Skid/Pumps Slab should not begin until the new Gas Conditioning equipment is close to delivery in order to minimize downtime. Once Gas Blending system is demolished, the Boilers will run on Natural Gas. **The City should expect up to 4 months of Natural Gas runtime.** Additionally, we recognize the need to for careful planning and safe working procedures for the protection of the existing Condensate Sump, Condensate and Sediment Trap Vaults as well as Gas Flare during construction. These items are to remain in service during construction. Further discussion of sequencing is included in the Project Plan Section.

Blower Building (Cogeneration Engine):

This scope of work is on the Critical Path for the completion of the Cogeneration Project, due to the equipment delivery schedule. The lead time on the Cogeneration Equipment is currently 25-27 weeks upon approved submittals, which dictates the Final Complete of this system. Scope Items include:

- Demolition of existing engine-driven blower, ancillary equipment and piping, MCC, concrete pads, and exhaust heat recovery.
- Installation of new packaged cogeneration engine and associated appurtenances including oil lubrication system, natural gas and digester gas feed system, and engine heat recovery and wasting system.
- The entire packaged system will be controlled with a packaged control panel and includes instrumentation to control and monitor the system.

Auburn acknowledges that Blowers and other equipment currently in service must remain so with limited interruption and coordination with the City will be important to allow continued safe access to these locations. This includes the tie-in to the 48" Aeration Header which is part of the Aeration Basin 100 and 200 scope. Further discussion of sequencing is discussed in the Project Plan Section.

Digester Control Building Modifications:

The required Completion Date is prior to the Cogen start-up and has two distinct scopes related to the Gas Conditioning System and Cogen System. The scope items include:

- Demolition of existing and installation of new hot water expansion tank
- Routing of new 4" heating water supply and heating water return piping into the building from the new Cogen System
- Digester Gas Piping to Boilers – to be completed prior to Gas Conditioning start up, starting any time after the Gas Blending System demolition. Requires shutdown of Boilers to purge existing DG line and install new regulators.
- Routing of new Digester Gas piping from the Gas Conditioning System to the existing Boilers

The Digester Gas portion of the scope requires coordination with the Gas Conditioning System start up while the Heating Water System modifications are required to be completed prior to Cogen startup. We do not anticipate any issues with respect to the timely completion of this area of work. Further discussion of the sequencing is included in the Project Plan Section.

Electrical/Instrumentation:

- Installation of new MCC in the Blower Building.
- Installation of New MCC, VFD's and PLC at the HSW Receiving Area.
- New 12kV outdoor SWGR section, new Pad Mount Transformer and outdoor SWGR for Cogeneration Equipment.
- Modification to existing plant electrical equipment.
- Misc. Control Panels.
- 12kV duct bank.
- Installation of new Instrumentation.
- Improvements to existing fiber optic network to accommodate new PLC's and other equipment.
- PLC and SCADA Programming (by others) shall be coordinated with ACI's Integrator.

Contractor's Design Assist Responsibility

Per Section 2.4.1 of the Design Assist Construction Agreement (Attachment D), the Architect/Engineer is the entity professionally responsible for the design of the Project; however, some project elements include performance-based specifications which require the Contractor to produce design development documents and construction documents. ACI has included these elements as follows:

- Canopy structures and roofs for outdoor MCCs and Chemical Feed Pumps
- All piping supports, including the elevated pipe rack, except for those details shown and referenced on the drawings
- Access platforms for IMLR flow meter
- Aerator mixer installation details
- Chemical Storage tank platforms and handrails and anchorage
- High Strength Waste tanks including platforms, handrails and anchorage
- Conduit rack design for all conduits at the aeration basin 500 thru 800
- Conduit layout and routing for new conduits at the aeration basins 100/200
- Conduit rack design for routing 12kV conduits from the new transformer to existing hand holes
- Evaluation of removing or electrically re-feeding new equipment
- Anchor bolt design for all equipment and pipe supports
- Design and inspection of piping systems work

Tab E

Project Plan

Project Plan

The following key elements form the foundation of our project approach:

1. Having the full commitment and involvement of our top-level management throughout the life of the project. This commitment ensures that our best-qualified project team is selected, assembled, and available at the start of the project with the proper focus, organizational backing, and resources to “hit the ground running”.
2. Employing a team of proven client-focused construction professionals with current relevant project experience and intimate knowledge of the local construction market; who work well together and possess the mature interpersonal skill sets necessary to communicate effectively and work collaboratively as a team; and who are committed to the success of the project.
3. Using the most appropriate project scheduling, management and communication tools to provide accurate and real time information for effective decision making. This means the tools we use will be useful for everyone so that they are used by everyone. We can accomplish this through the use of everything from a simple spreadsheet tracking system to using powerful tools such as Primavera P6, ProCore, etc. The key to a successfully run project is not the software, it is the people using the software. We will use the appropriate tools to make this project a success and keep everyone informed and comfortable that our collective goals are being accomplished.
4. Ensuring effective communications and teamwork at all levels of the project with all stakeholders through a collaborative team approach, partnering with the City Engineering and Operations staff, and Brown and Caldwell Engineers, to make the project a success for all.
5. Using a team of qualified subcontractors, sub-consultant, and vendors, who are quality-focused with the proven expertise and depth of resources to handle a project of this size and complexity.
6. Having the financial strength and Corporate-wide depth of resources to ensure the necessary manpower, materials, and equipment are employed on the project when needed.
7. Establishing a “Critical Path” submittal list at the project onset, working with vendors, the City and Engineer to expedite equipment procurement to ensure timeline objectives are met.

We will take the following approach in executing the project:

Mobilization/Demobilization

- Upon the Notice to Proceed, ACI will actively participate in the kick-off meeting with the City and Brown and Caldwell to establish clear roles and responsibilities for each of our team members.
- Prepare the project baseline schedule, submittal log, site specific safety plan, and job cost detail report.
- Set-up all temporary facilities such as office trailers, parking and staging area, all weather access and signage, restroom/hand wash facilities, power and water.
- Prepare the Water Pollution and Control Plan, and install the required site BMP's.
- Record the required pre-construction video and photographs of the project site.

- Upon project completion, the staging and project trailer areas will be restored to their pre-construction condition.

Nitrate Reduction Improvements Project – Anticipated Completion – March 18, 2019

Carbon Chemical Feed System

This scope of work is straightforward and will be one of the first areas we construct and include the following tasks:

- Site work, structure excavation and subgrade compaction.
- Underground utilities and electrical conduits.
- Structural concrete, including rebar and concrete protective coatings.
- Miscellaneous metals including aluminum grating, and bollards.
- Equipment installation including two (2) 7,000 gallon storage tanks, peristaltic metering pumps, sump pump, and emergency eyewash/shower.
- Electrical, instrumentation and controls.
- Protective metal canopy and final coatings (subcontractors).
- Start-up, testing and training of the system.
- Demolition of the existing spent carbon can also be done simultaneously with this work.

Aeration Basins 100/200

These Basins have been out of service for approximately 15 years and the scope of work includes extensive demolition, rehabilitation, replacement of equipment, and concrete repair. The long lead equipment items are the Invent Mixers, Fabricated Steel Pipe and Electrical Panels. These items will be submitted and released as soon as possible to allow for the timely completion of these Basins.

Once the basins are isolated and secured we will proceed with cleaning and demolition (confined space protocols shall be in place at all time while working inside the Basins):

- A large crane will be positioned on the exterior of the basins as well as a Spyder crane placed on the interior for assistance with demolition and removal. The Spyder crane is track mounted and will not damage the concrete floor in the Basins.
- Our concrete demolition subcontractor will remove the required portions of existing concrete, while ACI crews will simultaneously remove existing aeration mixers, IMLR pump, baffle walls, selected piping and support steel. Unused openings will be filled with non-shrink grout and steel plating.
- The existing slide gates will be removed and shipped to our painter's shop for new coatings.
- The 42" PE pipeline will be cleaned, inspected and repaired as needed.
- Basin walls and floor will be pressure washed clean and all vegetation deposits and debris will be removed.

Next, ACI will install the concrete modifications for supports and baffle walls. The concrete foundation for the electrical gear outside of the basins will also be constructed at this time.

While waiting for the equipment deliveries, ACI will fill the basins with water and check for visible leaks. All visible leaks shall be repaired as directed by Brown and Caldwell in accordance with the

specifications.

Upon receipt of the Invent Mixers, Fabricated Steel Pipe and Supports, and Electrical Panels, ACI's mechanical crew(s) will complete the installation of these critical items:

- New Aerator Mixers mounted on existing concrete pedestals.
- Installation of new aeration piping including control valves and air flow meters and associated piping supports.
- New IMLR pumps (2) in each basin (100 and 200) along with new access grating and supports and handrails, new MLR piping and modification to the existing MLR piping and installation of new air release valves.
- Install refurbished slide gates.
- Air piping tie-in to existing header, which will consist of installing a 48" x 20" welded saddle on the existing air header. A "hot tap" and isolation valve will then be installed for the air piping connection of the new 20" service (subcontractor).
- New digester gas and hot and cold water piping and aeration piping and piping support racks.
- Protective metal canopy and final coatings (subcontractors).
- Start-up, testing and training of the system.

Anticipated Completed Date – October 31st, 2018

Assumptions - The pipe saddle can be welded onto the existing 48" air pipe while still in operation and without damage to the interior of the pipe lining.

Aeration Basins 500-800

The limitations placed on the work in Aeration Basins 500-800 present a number of challenges both related to schedule and constructability. Given the requirement to keep three of the North Basins in service during the allotted time period of March 1st – November 18th of 2018, Basin 500 or 700 must be the first Basin taken out of service to allow the existing ML Pumps located in Basins 600 and 800 to remain in service. Our plan would be to proceed from in order from 500 to 800.

The most significant issues related to the schedule are equipment and material delivery, specifically affecting the duration of the first Basin modifications. The several long-lead items are the driving factor delaying the completion of all four North Basins in the allotted time period of March 1st – October 31st of 2018. The long lead-time items are listed below along with the anticipated delivery dates and impacts to the construction schedule.

- V-port Ball Control Valves and Electro-Hydraulic Actuators (REXA, named sole source supplier) – The lead time of the V-port valves minus the actuators is 6-8 weeks. However the Electro-Hydraulic actuators have a much longer lead time of 16-18 weeks after approval. Specification Section 40 05 57.23 requires that the actuators be factory installed by the actuator vendor which delays delivery of the valves to the site until July 25th, 2018. These valves are required in order to functionally test the new aeration control. Given the present delivery date, these valves are the critical items to complete the first Basin (500). However, our schedule allows installation of a temporary spool taking the place of the valve to allow the Aeration Air to

go back into service without the control valve and perform as presently configured. This would require a short duration shutdown after the Basin is back in service to install the valve and complete the functional test of the aeration system modifications. This would allow the succeeding Basin, 600, to be taken out of service after the IMRL return pumps are tested in Basin 500, as described below, in order to compress the schedule as much as possible.

- IMLR Pumps (Xylem-Flygt, named sole source supplier) – The lead time of these pumps is 14-16 weeks from the approved submittal. This sets the arrival date of the pumps as approximately June 27th, 2018. Specification Section 43 23 80.15 includes extensive field testing that necessitates the Basin remaining out of service until complete. Therefore the second Basin in the sequence cannot start until the IMLR pump is installed in Basin 500 and functionally tested. This forces the start date of the second Basin, 600 to approximately July 17th, 2018 which is 4.5 months of the allotted 8 month time period for isolation of Basins 500-800.
- 18" Flow Meters – The lead time of the flow meters on the 18" MLR is 8-10 weeks from the approved submittal. The lead time on the submittal of the flow meters is 6-8 weeks which sets the arrival date of the Flow Meters to approximately June 18th. This meter is required to complete the 18" MLR piping. A temporary spool could be installed in place of the Flow Meter, but given the schedule determined by the IMLR pump as described above, there is no benefit to the schedule for the additional cost in labor and material.
- Electrical Panels (31-PACP-900, 31-LCPx-901, 31-MCCx-900, 31-PACP-600, 31-PLCP-900, and modifications to DC06-SWGR-00300) – These panels have various lead-times, the longest of which is the MCC at 10 weeks. However all of these panels located at the East end of the North Basins are required in order to complete the construction and ultimately startup of the new equipment and instruments in the Basins. Currently the delivery date for the MCC is approximately June 18th, 2018. Given the schedule of the IMRL Pump noted above, the Electrical equipment is not the most critical. However, if the Pumps are accelerated this equipment quickly becomes the most critical path item.
- Valves – Butterfly Valves on the 12" A line have lead time of 10 weeks with a projected delivery date of May 9th, 2018. These valves are required to complete the 12"/6" A piping.
- Pipe Supports and MLR Pump Platform – The pipe supports and MLR Pump Platform require design and approval prior to fabrication. Currently these items have approximate delivery dates of April 25th, 2018 and May 16th, respectively, which dictates the construction of the 18" ML and 12"/6" A piping.
- Fabricated Stainless Steel Pipe – The 12"/6" A piping will require layout, design, and approval. The projected delivery date for this material is April 18th, 2019.

The items listed above all have the effect of extending the start date of the second Basin, 600, to July 17th, 2018. As noted above this date is based on performing the Aeration modification testing after the Basin is back in service and the V-port valve arrives on site. Once Basin 500 is completed, the equipment and material delivery are no longer the driving factors for the duration of the remaining Basin modifications.

As shown in the schedule, the remaining Basins (600-700) each require approximately 72 days to complete. This duration includes the 20 working day Operation Testing as per Specification Section 01 91 14. Please note ACI's assumption that the succeeding Basin may be taken out of service at the completion of the IMLR Pump functional testing and not the completion of the Operational Test. ACI believes this to be a key component of the accelerating the schedule. However, because of the length of Basin 500 construction, there is not enough time remaining in the March 1st – October 31st period to

complete the construction and startup of all four Basins. Our schedule for these remaining Basins is figured at standard 5-day, 8 hour work weeks. It should be noted that without the equipment and material issues described above, there are still significant challenges in completing all four Basins within the allotted time. ACI analyzed alternate scenarios including overtime, additional manpower, and construction methods. However, given the prolonged completion date of the first Basin, these alternate scenarios do not produce the result of all four Basins modified and tested by October 31st. Therefore the additional cost for the acceleration of Basins 600-800 is not included in our Proposal.

Given the issues stated above, and the ACI prepared schedule, we would propose the following scenario to maintain Plant functionality as it relates to Aeration Basins 500-800.

- Complete Functional Testing of Basin 500 MLR System approximately July 16th, 2018. Complete Functional Testing of the Aeration System modifications approximately August 2nd, and proceed with the 20 working day Operational Test.
- Begin Basin 600 modifications approximately July 17th and complete Functional Testing of 600 modifications by approximately September 26, 2018.
- Complete Basins 100 and 200 Operational Testing by approximately October 31st, 2018. This date is based on the delivery of the Hyperboloid Mixers as the driving item. Completing these Basins prior to October 31st would provide the City with additional capacity for the high flow period.
- Continue work on Basins 700 and 800 sequentially starting with Basin 700 approximately September 27th, 2018.
- Complete Basin 700 Functional Testing approximately December 5th and begin work in Basin 800.
- Complete Basin 800 Operational Testing approximately March 15th, 2019.

In addition to the scheduling concerns, there are constructability challenges in performing the work in each Basin while protecting existing equipment and piping. As noted above proper sequencing is required in order to maintain existing ML pumping functionality as needed for the respective Basins. Additionally once work begins in each Basin, the protection of the existing diffusers is a major component of the work and has been carefully considered in our schedule and cost proposal.

Once the basins are isolated and secured we will proceed with cleaning and demolition (confined space protocols shall be in place at all time while working inside the Basins):

- A large crane will be positioned on the exterior of the basins for assistance with demolition and removal.
- Drain and wash down the basins prior to work in the interior of the structures.

Our approach to safely and effectively working at the deck level of the Basins, to protect our employees as well as the existing aeration diffuser systems, is as follows:

- Scaffolding will be placed by our subcontractor in strategic locations, to avoid the existing aeration diffuser system, from the floor of the basin to the deck level. If there are unavoidable conflicts with the scaffolding support legs, we will remove and reinstall aeration laterals as needed (see Exhibit 4 for scaffolding diagram).
- Net/fabric material will be supported and draped from the basin walls and deck to the scaffolding to protect debris and other objects from falling into the basin.

- Additional plywood protection will then be installed at the deck level for the initial protection measure for any falling debris or other materials.
- ACI will remove the existing handrail on the basin walkway above the respective basin requiring re-coating of the ML pipe.
- ACI will isolate the work area around the new baffle wall and ML pump system. We will construct a temporary cofferdam with plywood (vertical) attached to the slab, lined with visqueen and backed on the front and back with sandbags to a height which will allow water to be raised over the aeration diffusers.
- ACI will then re-introduce 3W to the respective basin to an elevation 2-3 feet above the top of the diffusers for protective measures (as recommended by Sanitaire).
- Provide air to the diffuser system to allow positive pressure on all diffusers to minimize fouling.

Next, ACI will install the concrete baffle walls and baffle plating on the interior of the basin. The concrete foundation for the electrical gear outside of the basins will also be constructed at this time. Upon receipt of the IMLR Pumps, V-port Ball Valves & Electro Hydraulic Actuators, Fabricated Steel Pipe and Supports, and Electrical Panels, ACI's mechanical crew (s) will complete the installation of these critical items:

- New aeration piping including control valves and air flow meters and associated piping supports. Control valves include new electro hydraulic actuators and v-port ball valves.
- New IMLR pumps (4) in each basin (500,600,700,800) along with new access grating and support and handrails, new MLR piping and modification to the existing MLR piping and installation of new air release valves.
- Modification and installation new FLT piping include air flow meter and control valve and associated pipe supports. Control valve includes an electro hydraulic actuator and v-port ball valve.
- Protective metal canopy and final coatings (subcontractors).
- Start-up, testing and training of the system.

The following activities will be constructed by ACI electricians for all four Basins:

- Replacement of existing metal halide lighting with LED fixtures on the existing poles in Aeration Basins 500, 600, 700, and 800.
- Installation of new lighting in the Carbon Chemical Feed Area Demolition of existing light poles and lights at aeration basins 100 and 200.
- Installation of new light poles and lights and pulling new conductors to all lights. Demolition of existing conduits at all basins for existing equipment. Installation of new power, control and signal conduits and conductors in all Aeration Basins and to the carbon chemical feed area to feed equipment, instrumentation and lighting.
- Installation of new MCCs, VFD enclosures, PLC panels, transformers and panelboards at the aeration basins.
- Modifications to existing plant electrical equipment.
- Installation of new analyzers in the aeration basins include Dissolved Oxygen, Ammonia and Nitrate using MODBUS RTU communications. New REXA type control valves to be installed at each aeration basin and will communicate via Modbus RTU.
- Modifications to existing plant DCS system to make provisions for additional I/O cards. Improvements to existing fiber optic network to accommodate new PLC's and other equipment.

- PLC and SCADA Programming to be done by others

Cogeneration Project– Anticipated Completion – May 10th, 2019

High Strength Waste Facility

This area of work can be started early in the Project given the limited effects on existing Plant process areas. The construction activities prior to the receipt and installation of the two (2) large storage tanks include the following:

- Removal of asphalt paving in the vicinity of the facility.
- Site work, structure excavation and subgrade compaction.
- Underground utilities and electrical conduits.
- Structural concrete, including rebar.

ACI's mechanical and electrical crews, utilizing the large on site crane, will install the following equipment:

- Two stainless steel cone bottom tanks with ladders, supports, grating and handrails, as well as heat tracing and insulation.
- Tank fill and recirculation piping including rock trap, control valves and two tank fill/recirculation pumps.
- Digester feed pumps and associated piping and valves including heat tracing.
- Installation of odor control system including grease filter, activated carbon vessel, fan and piping and appurtenances.
- Packaged heat tracing system to maintain temperature of the digester feed piping including a packaged control panel.
- Electrical, instrumentation and controls.
- Protective metal canopy and final coatings (subcontractors).
- Start-up, testing and training of the system.
- TWAS pipe tie-in upon completion of this system.

Gas Conditioning System

The Gas Conditioning System requires careful scheduling consideration as the construction affects existing and new Plant process. The sequencing of work is as follows

- Work related to the H₂S Removal Tanks and Gas Conditioning Skid/Pumps Slab should not begin until the new Gas Conditioning equipment is approximately 40 working days from delivery to minimize downtime to the existing Gas Blending Equipment. Once Gas Blending system is demolished, the Boilers will run on Natural Gas. **City should expect up to 4 months of Natural Gas runtime.**
- Isolate and disconnect existing process and electrical systems. Coordinate closely with City Engineering and Operations.
- Demolition of existing Gas Blending Equipment still in use to complete H₂S removal Tanks and Gas Conditioning Skid/Pumps slab.

- Work on the Chiller skids and Siloxane skid can begin prior to demo of Gas Blending System. This would potentially shorten the interruption of digester gas to the Boilers.

Once the Gas Blending skid is taken out of service, the following activities will commence while also protecting in place the existing Condensate Sump, Condensate and Sediment Trap Vaults as well as Gas Flare during construction.

- Site work, structure excavation and subgrade compaction.
- Underground utilities and electrical conduits.
- Structural concrete, including rebar.
- Miscellaneous metals including aluminum grating, and bollards.
- Equipment installation including packaged gas conditioning system including hydrogen sulfide removal, gas blowers, gas cooling and siloxane removal.
- Electrical, instrumentation and controls.
- Protective metal canopy and final coatings (subcontractors).
- Start-up, testing and training of the system.

This system involves a staged start up. Five working days for the initial lower volume phase to provide conditioned gas to the Boilers. This phase can take place at any time but requires that the new digester gas piping to the Boilers as part of the Digester Control Building Modifications is complete.

The second stage brings the Conditioning System to full capacity for supply of the Cogen Unit. This phase must be timed with the Cogen startup on digester gas. ACI anticipates a Completion Date to coincide with the Cogen System startup. Anticipated Completed Date – April 25, 2019

Cogeneration System

Demolition, miscellaneous concrete, and some electrical rough-in work in the Blower Building can be completed at any time as the existing Engine Driven Blower is out of service. Other major items can also be completed ahead of the Cogen Unit delivery in order to ensure an earlier Completion Date. This includes the exterior Digester Gas piping from the Gas Conditioning System to the Blower Building and the Heating Water (HWS/HWR) piping to and from Blower Building and Boilers which can be completed any time based on material delivery and pipe system engineering. Additionally, installation of the new Transformer (81-XMFR-600), 12kV conduit, and 12kV tie-in can be completed at any time based on electrical equipment deliveries.

The construction activities prior to the receipt and installation of the Cogen Unit include the following:

- Isolate and disconnect existing process and electrical systems. Coordinate closely with City Engineering and Operations.
- Strategic demolition planning and layout preparation.
- Remove existing equipment and piping from within the blower building.
- Remove existing equipment and piping from the blower roof utilizing the large on site crane.
- Construct equipment pads and supports.
- Install misc. metals and pipe supports.
- Install pipe systems, including all necessary cleaning and nitrogen purging.

ACI's mechanical and electrical crews, utilizing the large on site crane, will install the following equipment:

- Cogen System and appurtenances including interconnection of DG, NG and heating, jacket and auxiliary water systems.
- Electrical, instrumentation and controls.
- Protective coatings and pipe insulation (subcontractors).
- Start-up, testing and training of the system.

Anticipated Completed Date – May 9, 2019

Digester Control Building Modifications:

The required Completion Date is prior to the Cogen start-up and has two distinct scopes:

1. Digester Gas Piping to Boilers – to be completed prior to Gas Conditioning start up, starting any time after the Gas Blending System demolition. Requires shutdown of Boilers to purge existing DG line and install new regulators.
2. Heating Water System Modifications – to be completed prior to Cogen startup
 - a. New HWS/HWR piping inside building (from Cogen Unit to Boilers). Tie-in can be completed at any time. Requires Heating Water System (Boilers) shutdown. New piping inside the building to be completed after the tie-in...
 - b. HWS/HSR piping outside building to the Bridge Pipe Supports. Can be completed any time Based on Pipe System Engineering and material delivery.
 - c. New Expansion Tank and piping.
 - d. HSW/HSR intertie at Digester Control Building 2 – involves Heating Water System (Boilers) shutdown.

Electrical:

The following items will be installed as received:

- Installation of new MCC in the Blower Building.
- Installation of New MCC, VFD's and PLC at the HSW Receiving Area.
- New 12kV outdoor SWGR section, new Pad Mount Transformer and outdoor SWGR for Cogeneration Equipment.
- Modification to existing plant electrical equipment.
- Misc. Control Panels.
- 12kV duct bank.

We do not anticipate any issues with respect to the timely completion of this area of work.

Tab G

**Required
Statements
and
Documents**

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Required Statements and Documents

Assurance of Designated Project Team

Auburn Constructors, Inc. hereby assures the City that the designated project team as presented in the proposal, including subcontractors and sub-consultants, shall be used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, subcontractor(s) or sub-consultant(s) shall not be made without prior written approval of the City.

Assurance of Absence of Conflict of Interest

Auburn Constructors, Inc. hereby assures the City that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. ACI does not have any actual, apparent, direct, or potential conflicts of interest that may exist with respect to ACI or ACI's management or employees relative to the services to be provided to the City. ACI understands that any violation of the conflict of interest clause shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

Assurance of Indemnification and Insurance Requirements

Auburn Constructors, Inc. hereby assures the City that we will be able and agree to the indemnification and insurance requirements contained in the sample contract. All costs of complying with the insurance requirements are included in our cost proposal. ACI shall provide complete and valid insurance certificates within ten (10) days of the City's written request. ACI understands that failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. ACI also understands that alterations to the terms and conditions shall not be allowed.

Assurance of Proprietary Information

Auburn Constructors, Inc. hereby assures the City that nothing contained in the submitted proposal will be proprietary. ACI understands that if we desire to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential". The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. ACI shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

As required by the RFP, enclosed are the following documents:

- Executed copy of Proposer's Certification (Attachment A)
- Contractor Licenses (Attachment B)
- Subcontractor List (Attachment C)
- Executed copy of Non-collusion Declaration (Attachment E)

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Auburn Constructors, Inc.

NAME OF BUSINESS

J. Dean Bailey

SIGNATURE

J. Dean Bailey, President

NAME & TITLE, TYPED OR PRINTED

730 W. Stadium Lane, Sacramento, CA 95834

MAILING ADDRESS

(916) 924-0344

TELEPHONE NUMBER

dbailey@auburnconstructors.com

EMAIL

Type of Organization:

☐ Sole Proprietorship



Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

Attachment B

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
<u>606405</u>	<u>Auburn Constructors, Inc.</u>	<u>A, B, C-10</u>	<u>11/30/2018</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Do you have a City of Roseville Business License? Yes No ✓

License #

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: <http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

* 1000000228 Expires 6/30/2018

Attachment C

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name	<u>Technical Systems, Inc.</u>
Principal	<u>Gary Conley</u>
Address	<u>2303 196th Street SW</u>
City	<u>Lynwood, WA 98036</u>
Phone	<u>(425) 775-5696</u>
Job capacity	<u>System Integrator</u>
Percentage of total work	<u>9%</u>
Licenses and numbers	<u>C-10 Electrical 921522</u>
DIR Contractor Registration Number & Expiration Date	<u>1000005441, 6/30/18</u>

Company Name	<u>Mason Painting</u>
Principal	<u>Dave Velasquez</u>
Address	<u>P.O. Box 1115</u>
City	<u>Orangevale, CA 95662</u>
Phone	<u>(916) 852-8060</u>
Job capacity	<u>Painting</u>
Percentage of total work	<u>4%</u>
Licenses and numbers	<u>C-33 Painting 819987</u>
DIR Contractor Registration Number & Expiration Date	<u>1000008947, 6/30/18</u>

Attachment C

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name	Cranston Steel Structures, Inc
Principal	Marcia Owens Munich
Address	1209 Commerce Ave
City	Woodland, CA 95776
Phone	(530) 662-0966
Job capacity	Metal Canopies
Percentage of total work	1%
Licenses and numbers	B- Building 650926
DIR Contractor Registration Number & Expiration Date	1000006053, 6/30/18

Company Name	Farwest Insulation Contracting
Principal	Patricia Casella Reynolds
Address	672 Enterprise Court
City	Livermore, CA 94550
Phone	(925) 449-2670
Job capacity	Pipe Insulation/Heat Trace
Percentage of total work	.5%
Licenses and numbers	C-2 Insulation 845682
DIR Contractor Registration Number & Expiration Date	1000004102, 6/30/18

Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

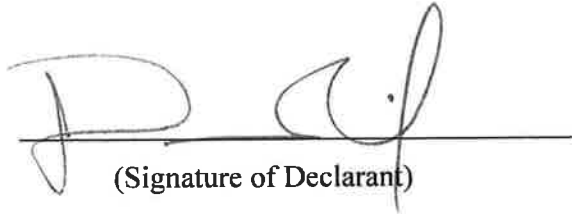
The undersigned declares:

I am the President of Auburn Constructors, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 16, 2017 [date], at Sacramento [city], California [state].



(Signature of Declarant)

Tab H

Exceptions

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Exceptions

Auburn Constructors, Inc. does not take any exceptions to the Sample Contract contained in the RFP (Attachment D).

We do have the following Scope of Services clarifications or assumptions based on our understanding of the Contract Documents:

1. We do not have water/wastewater lab testing included in our Proposal. We assume the City will perform all required lab tests to ensure compliance.
2. We have not included any concrete mortar repairs or polyurethane coatings pursuant to Specification Section 03 01 30.75 of the Nitrate Reductions Improvements Specifications. The specification calls for surfaces to be coated "as shown on the Contract Drawings", which we did not find, however we want to clarify our interpretation just to be clear.
3. According to Addendum #5, Drawings 30-M-103 & 30-M-104, the existing ML piping shall be re-coated in Basins 500-800. We have not included any additional existing pipe system to be re-coated other than the ML piping.

Tab I

**Competency of
Proposer**

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Competency of Proposer

Auburn Constructors, Inc. has been in business as a General Engineering Contractor since 1990. Located in Sacramento, CA, ACI is a full service contractor that self-performs the majority of all field work with its own experienced crews, including structural concrete, mechanical and process piping, equipment installation and associated earthwork as well as all electrical and instrumentation installations. ACI maintains a staff of 60-80 employees which include Senior Executives, Project Managers, Payroll/Accounting, Carpenter/Mechanical/Electrical Foremen, Journeymen and Apprentices.

ACI is financially strong, carries no debt and can bond single projects up to \$80 million. ACI has partnered with the Travelers for all of our project bonding needs since the inception of our Company. We have also maintained a strong relationship with Union Bank since 1990 and have a revolving credit line in the amount of \$1.25 million.

ACI has had no claims filed against it in court or arbitration within the last seven years nor are there any claims pending against ACI which, if ruled against ACI, would affect the Company's ability to perform under this contract. ACI does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, or any similar actions currently filed or resolved in the past seven years. Furthermore, ACI has never had a client terminate a contract with our Company for breach.

ACI has included in this proposal found within Tab M (Financial Status) the following financial documents which demonstrate our ability to maintain a staff of regular employees, sub-consultants and subcontractors adequate to insure continuous performance of work.

- ACI Financial Statement for the year ended September 30, 2016.
- Certified Credit Report
- Letter from Union Bank certifying their opinion of the credit risk category rating and ACI's current line of credit.
- Letter from Travelers certifying ACI's current bonding capacity is sufficient for the Work and the terms of the Agreement

ACI owns most of the equipment required for the completion of this project and contends that it is in sufficient, adequate and suitable condition. ACI will utilize outside equipment rental companies for equipment we do not own, such as large cranes, and have established excellent relationships with those respective companies.

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Competency of Proposer

Auburn Constructors, Inc. has been in business as a General Engineering Contractor since 1990. Located in Sacramento, CA, ACI is a full service contractor that self-performs the majority of all field work with its own experienced crews, including structural concrete, mechanical and process piping, equipment installation and associated earthwork as well as all electrical and instrumentation installations. ACI maintains a staff of 60-80 employees which include Senior Executives, Project Managers, Payroll/Accounting, Carpenter/Mechanical/Electrical Foremen, Journeymen and Apprentices.

ACI is financially strong, carries no debt and can bond single projects up to \$80 million. ACI has partnered with the Travelers for all of our project bonding needs since the inception of our Company. We have also maintained a strong relationship with Union Bank since 1990 and have a revolving credit line in the amount of \$1.25 million.

ACI has had no claims filed against it in court or arbitration within the last seven years nor are there any claims pending against ACI which, if ruled against ACI, would affect the Company's ability to perform under this contract. ACI does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, or any similar actions currently filed or resolved in the past seven years. Furthermore, ACI has never had a client terminate a contract with our Company for breach.

ACI has included in this proposal found within Tab M (Financial Status) the following financial documents which demonstrate our ability to maintain a staff of regular employees, sub-consultants and subcontractors adequate to insure continuous performance of work.

- ACI Financial Statement for the year ended September 30, 2016.
- Certified Credit Report
- Letter from Union Bank certifying their opinion of the credit risk category rating and ACI's current line of credit.
- Letter from Travelers certifying ACI's current bonding capacity is sufficient for the Work and the terms of the Agreement

ACI owns most of the equipment required for the completion of this project and contends that it is in sufficient, adequate and suitable condition. ACI will utilize outside equipment rental companies for equipment we do not own, such as large cranes, and have established excellent relationships with those respective companies.

Tab J

Cost Proposal

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Cost Proposal

GUARANTEED MAXIMUM PRICE: The undersigned Proposer proposes and agrees to contract with the City to perform all of the Work for the, Design Assist Construction of the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price ("GMP")**, **Eighteen Million Four Hundred Twenty Thousand Three Hundred Dollars (\$18,420,300.00)**. Subject to the provisions of this Proposal and the Contract, the costs and expenses which the Contractor may include in the Cost of Work for purposes of determining that aspect of the Contractor's compensation are as set forth below. The Contractor's total compensation, including Fee and allowable mark-ups, shall not exceed the GMP. The GMP may be adjusted by Change Order in accordance with the Contract.

ALLOWANCES: The Contractor's GMP includes the following City required Allowances:

1. Allowance for concrete repair of existing basin 100/200 for the lump sum price of Fifteen Thousand Dollars (\$15,000.00).
2. Allowance for spot repair of 42" PE pipe lining between basins 100/200 and the primary sedimentation basins for the lump sum price of Five Thousand Dollars (\$5,000.00).

The following Contractor proposed allowances are for minor portions of the Work as defined in the RFP:

3. Allowance for note 11 on Drawing 30- M-101 for the 42" pipeline cleaning and inspection in the amount of Ten Thousand Dollars (\$10,000.00). More information is needed to properly analyze this work.
4. Allowance for replacement of existing aeration system due to scaffolding conflicts and damage in Basins 500-800 in the amount of Twenty Five Thousand Dollars (\$25,000.00).

HOURLY FIELD LABOR: The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor is shown on the attached Field Labor Rate Table.

MANAGEMENT AND ADMINISTRATIVE LABOR RATE TABLE

Management or Administrative Position	Hourly Rate w/ Mark-up
Principal In Charge	\$135.00
Operations Manager	\$125.00
Electrical Manager	\$125.00
Project Manager	\$115.00
Electrical Superintendent	\$100.00
Yardman/Delivery Driver	\$45.00

CONSTRUCTION EQUIPMENT: The cost of construction equipment owned by ACI that we anticipate using in the performance of the work is shown on the attached Equipment Rate Table.

CONTRACTOR'S FEE: The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance of all the Work for the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project.

Item	Description	Proposed Mark-up
C.1	Hourly Field Labor	8.5%
C.2	Management and Administrative Labor	0%
C.3	Materials	8.5%
C.4	Construction Equipment	8.5%
C.5	Subcontractors	8.5%
C.6	Special Services	8.5%
C.7	Bonds	8.5%
C.8	Direct Job Overhead Expenses	8.5%
C.9	Taxes	8.5%

Based on the above percentages for each cost category, the overall fee percentage included in the Contractor's GMP is 8.5%.

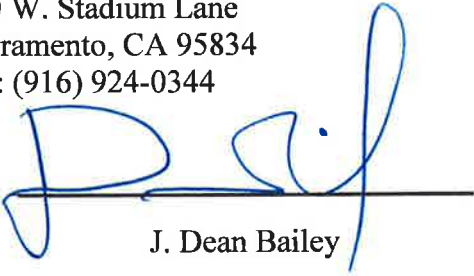
SAVINGS: In the event the final Cost of the Work, plus the Contractor's mark-up fees for general overhead and profit, be less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows:

Sixty Percent (60%) of the savings to the City.

Forty Percent (40%) of the savings to the Contractor.

Respectfully Submitted:

Auburn Constructors, Inc.
730 W. Stadium Lane
Sacramento, CA 95834
PH: (916) 924-0344

By: 

J. Dean Bailey

Title: President

Dated: November 16, 2017

Dry Creek WWTP Improvement Projects

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	CARBON FEED FACILITY	1.000	LS	0.00	
1100	Sitework/Demolition	1.000	LS	30,000.00	30,000.00
1200	Structural	1.000	LS	190,000.00	190,000.00
1300	Mechanical	1.000	LS	580,675.00	580,675.00
1400	Electrical	1.000	LS	190,000.00	190,000.00
1500	Start-up	1.000	LS	2,000.00	2,000.00
	Carbon Feed Facility - Subtotal				\$992,675.00
2000	AERATION BASINS 100/200 MODIFICATIONS	1.000	LS	0.00	
2100	Sitework/Demolition	1.000	LS	110,000.00	110,000.00
2200	Structural	1.000	LS	290,000.00	290,000.00
2300	Mechanical	1.000	LS	1,987,420.00	1,987,420.00
2400	Electrical/Instrumentation	1.000	LS	943,000.00	943,000.00
2500	Start-up	1.000	LS	7,300.00	7,300.00
	Aeration Basins 100/200 Modifications - Subtotal				\$3,337,720.00
3000	AERATION BASINS 500-800 MODIFICATIONS	1.000	LS	0.00	
3100	Sitework/Demolition	1.000	LS	305,000.00	305,000.00
3200	Structural	1.000	LS	339,000.00	339,000.00
3300	Mechanical	1.000	LS	1,955,000.00	1,955,000.00
3400	Electrical/Instrumentation	1.000	LS	1,875,000.00	1,875,000.00
3500	Start-up	1.000	LS	25,000.00	25,000.00
	Aeration Basin 500-800 Modifications - Subtotal				\$4,499,000.00
4000	HIGH STRENGTH WASTE FACILITY	1.000	LS	0.00	
4100	Sitework/Demolition	1.000	LS	18,500.00	18,500.00
4200	Structural	1.000	LS	203,000.00	203,000.00
4300	Mechanical	1.000	LS	943,000.00	943,000.00
4400	Electrical/Instrumentation	1.000	LS	555,000.00	555,000.00
4500	Start-up	1.000	LS	6,000.00	6,000.00
	High Strength Waste Facility - Subtotal				\$1,725,500.00
5000	GAS CONDITIONING SYSTEM	1.000	LS	0.00	
5100	Sitework/Demolition	1.000	LS	26,778.00	26,778.00
5200	Structural	1.000	LS	57,827.00	57,827.00
5300	Mechanical	1.000	LS	1,352,500.00	1,352,500.00
5400	Electrical/Instrumentation	1.000	LS	225,777.00	225,777.00
5500	Start-up	1.000	LS	3,240.00	3,240.00

BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
	Gas Conditioning System - Subtotal				\$1,666,122.00
6000	COGENERATION SYSTEM	1.000	LS	0.00	
6100	Sitework/Demolition	1.000	LS	76,158.00	76,158.00
6200	Structural	1.000	LS	89,035.00	89,035.00
6300	Mechanical	1.000	LS	1,473,644.00	1,473,644.00
6400	Electrical/Instrumentation	1.000	LS	389,436.00	389,436.00
6500	Start-up	1.000	LS	14,405.00	14,405.00
	Cogeneration System - Subtotal				\$2,042,678.00
7000	DIGESTER CONTROL BUILDING MODIFICATIONS	1.000	LS	0.00	
7100	Sitework/Demolition	1.000	LS	2,302.00	2,302.00
7200	Structural	1.000	LS	0.00	
7300	Mechanical	1.000	LS	57,881.00	57,881.00
7400	Electrical/Instrumentation	1.000	LS	0.00	
7500	Start-up	1.000	LS	660.00	660.00
	Digester Control Building Modifications - Subtotal				\$60,843.00
8000	MISCELLANEOUS SITEWORK	1.000	LS	0.00	
8100	Sitework/Demolition	1.000	LS	924,678.00	924,678.00
8200	Structural	1.000	LS	194,678.00	194,678.00
8300	Mechanical	1.000	LS	420,486.00	420,486.00
8400	Electrical/Instrumentation	1.000	LS	0.00	
8500	Start-up	1.000	LS	0.00	
	Miscellaneous Sitework - Subtotal				\$1,539,842.00
9100	Project Overhead	1.000	LS	445,920.00	445,920.00
9200	Project Management	1.000	LS	1,100,000.00	1,100,000.00
10000	Mobilization	1.000	LS	1,000,000.00	1,000,000.00
20000	Shoring, Sheeting & Bracing	1.000	LS	10,000.00	10,000.00
	Bid Total				\$18,420,300.00

Auburn Constructors, Inc. Owned Equipment Rates

for

Dry Creek WWTP Cogeneration and Nitrate Reduction Improvements Project

Equipment Description	Hourly Rate	Daily Rate
½ Ton Pick-up	\$13.00	
¾ Ton Pick-up w/ Utility Body	\$16.00	
1 Ton Pick-up w/ Lift Gate	\$17.00	
Ford Expedition	\$12.00	
Ford Explorer	\$12.00	
J.D. 410G Backhoe/Loader	\$50.00	
J.D. 850 XUV Gator	\$10.00	
CAT TL 1055 Forklift	\$52.00	
Gradall 544-D10-55 Forklift	\$52.00	
Air Compressor/Breaker	\$35.00	
Power Sweeper	\$45.00	
Water Wagon	\$12.00	
Ford Water Truck	\$25.00	
Sandblast Equipment Set-up		\$110.00/day
Spyder Crane		\$400.00/day
Honda Portable Generator		\$80.00/day
Hi-Cycle Generator		\$60.00/day
25 KW Diesel Generator		\$250.00/day
3" Trash Pump		\$75.00/day
Large Conduit Bender		\$35.00/day
Large Pipe Threader		\$35.00/day
Large Wire Tugger		\$55.00/day
Termination Lug Compression Equipment		\$85.00/day
Construction Laser		\$50.00/day
Vibratory Plate Compactor		\$75.00/day
Air Tamper		\$52.00/day
Power Trowel		\$90.00/day
Welder Ranger		\$55.00/day
Gas Detector		\$50.00/day
Rescue Tripod		\$70.00/day
Concrete Saw		\$75.00/day
Concrete Core Driller		\$75.00/day

Auburn Constructors, Inc. Hourly Field Labor Rates for Dry Creek WWTP Gogeneration and Nitrate Reduction Improvements Project

Craft	Classification	Base	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	OVERTIME RATES	
						Daily/Saturday Rate (1-1/2 X)	Sunday/Holiday Rate (2 X)
CARPENTER (Area 3) 6/26/17 to 6/27/18	Foreman	\$43.90	\$28.62	\$8.79	\$81.31	\$106.48	\$131.64
	Journeyman - Leadman	\$41.90	\$28.62	\$8.39	\$78.91	\$102.93	\$126.95
	Journeyman	\$40.90	\$28.62	\$8.19	\$77.71	\$101.16	\$124.60
MILLWRIGHT (Area 3) 6/26/16 to 6/27/18	Foreman	\$44.65	\$30.47	\$8.94	\$84.06	\$109.66	\$135.25
	Journeyman	\$43.15	\$30.47	\$8.64	\$82.26	\$107.00	\$131.73
CEMENT MASON 6/27/2017 to 6/30/18	Foreman	\$42.34	\$22.09	\$9.02	\$73.45	\$97.72	\$121.99
	Journeyman-Leadman	\$37.02	\$22.09	\$7.89	\$67.00	\$88.22	\$109.44
	Journeyman	\$36.02	\$23.09	\$7.67	\$66.78	\$87.43	\$108.08
OPERATOR (Area 1) 6/27/17 to 6/30/18	Lg Crane-Gp 2A (Over 45 tn to 100 tn)	\$43.89	\$30.78	\$7.98	\$82.65	\$107.81	\$132.97
	Backhoe/Excavator (Group 3)	\$41.76	\$30.78	\$7.60	\$80.14	\$104.08	\$128.01
	Crane (Group 3A) (45 Ton & under)	\$42.15	\$30.78	\$7.67	\$80.60	\$104.76	\$128.92
	Loader (Group 4)	\$40.38	\$30.78	\$7.35	\$78.51	\$101.65	\$124.80
	Compactor (Group 5)	\$39.11	\$30.78	\$7.11	\$77.00	\$99.42	\$121.84
	Boomtruck (Group 7)	\$36.65	\$30.78	\$6.67	\$74.10	\$95.11	\$116.12
	Specialist-Foreman	\$43.90	\$26.10	\$7.99	\$77.99	\$103.15	\$128.32
LABORER (Area 2) 6/26/17 to 6/30/18	Specialist-Leadman 1	\$34.85	\$18.30	\$6.34	\$59.49	\$79.47	\$99.44
	Specialist-Leadman 2	\$34.85	\$21.30	\$6.34	\$62.49	\$82.47	\$102.44
	Specialist-Journeyman	\$30.60	\$22.30	\$5.57	\$58.47	\$76.01	\$93.55
	Journeyman - Group 2	\$33.06	\$25.61	\$6.01	\$64.68	\$83.64	\$102.59
TEAMSTER 6/26/2017 to 6/30/18	Journeyman - Group 3	\$33.36	\$25.61	\$6.07	\$65.04	\$84.16	\$103.29
INSIDE WIREMAN (Placer County) 2/1/2016 to 1/31/18	Inside Wireman - Foreman	\$44.40	\$24.90	\$7.49	\$76.79	\$102.25	\$127.70
	Inside Wireman - Journeyman	\$41.40	\$24.90	\$6.99	\$73.29	\$97.02	\$120.75

Tab K

Safety Record

City of Roseville
Dry Creek Wastewater Treatment Plant
Cogeneration and Nitrate Reduction Improvements Project

Safety Record

ACI believes employees are its most important asset and anyone visiting or working at an ACI project must be kept safe from the intrinsic danger of a construction site. As such, safety is considered the Company's first priority. ACI commences with safety training when each person is hired. All new employees must pass a pre-employment drug and alcohol screen and sign up to the Drug & Alcohol Prevention Policy as a condition of employment. Then all new employees are thoroughly trained in safe work practices as it pertains to their respective work assignments. In the event of any accident causing personal injury or property damage, all individuals involved are subjected to additional drug and alcohol testing. Any violation of the Drug & Alcohol Prevention Policy is grounds for immediate discharge. Safety is the key consideration when activities are planned and our subcontractors are required to follow strict safety protocols as well. ACI believes its strict attitude towards safety is the reason the company has an excellent safety record and **has never received an OSHA citation** since the founding of the company in 1990 despite several OSHA visits over the years. More important than a good safety record; we want all employees to retire in good health with no injuries along the way.

Throughout its history ACI has received numerous safety awards and this year received a Certificate of Recognition from the California Legislative Assembly "For your commitment to achieving world-class safety performance in the construction industry", dated June 29, 2017.

Lost Workday Incident Rate (LWIR)

Year	# of Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1 - 2016	0	154,357	0
2 - 2015	0	192,547	0
3 - 2014	0	140,371	0
3 Year AVG	0	162,425	0

Recordable Incident Rate (RIR)

Year	# of Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1 - 2016	5	154,357	6.48
2 - 2015	4	192,547	4.15
3 - 2014	3	140,371	4.27
3 Year AVG	4	162,425	4.93

Experience Modification Rate (EMR) - Intrastate

Year	EMR
1 - 2017	.77
2 - 2016	.81
3 - 2015	.84
3 Year AVG	.807

ACI's Workers Compensation Insurance Carrier contact information is as follows:

The Hartford
12009 Foundation Place
Rancho Cordova, CA 95762
Tessa Lopes, (916) 294-1368



CERTIFICATE OF RECOGNITION

Assemblymember Kevin McCarty hereby honors the

AUBURN CONSTRUCTORS INC.

In honor of your recognition as a

S.T.E.P. SILVER PARTICIPANT

For your commitment to achieving world-class safety
performance in the construction industry

June 29, 2017

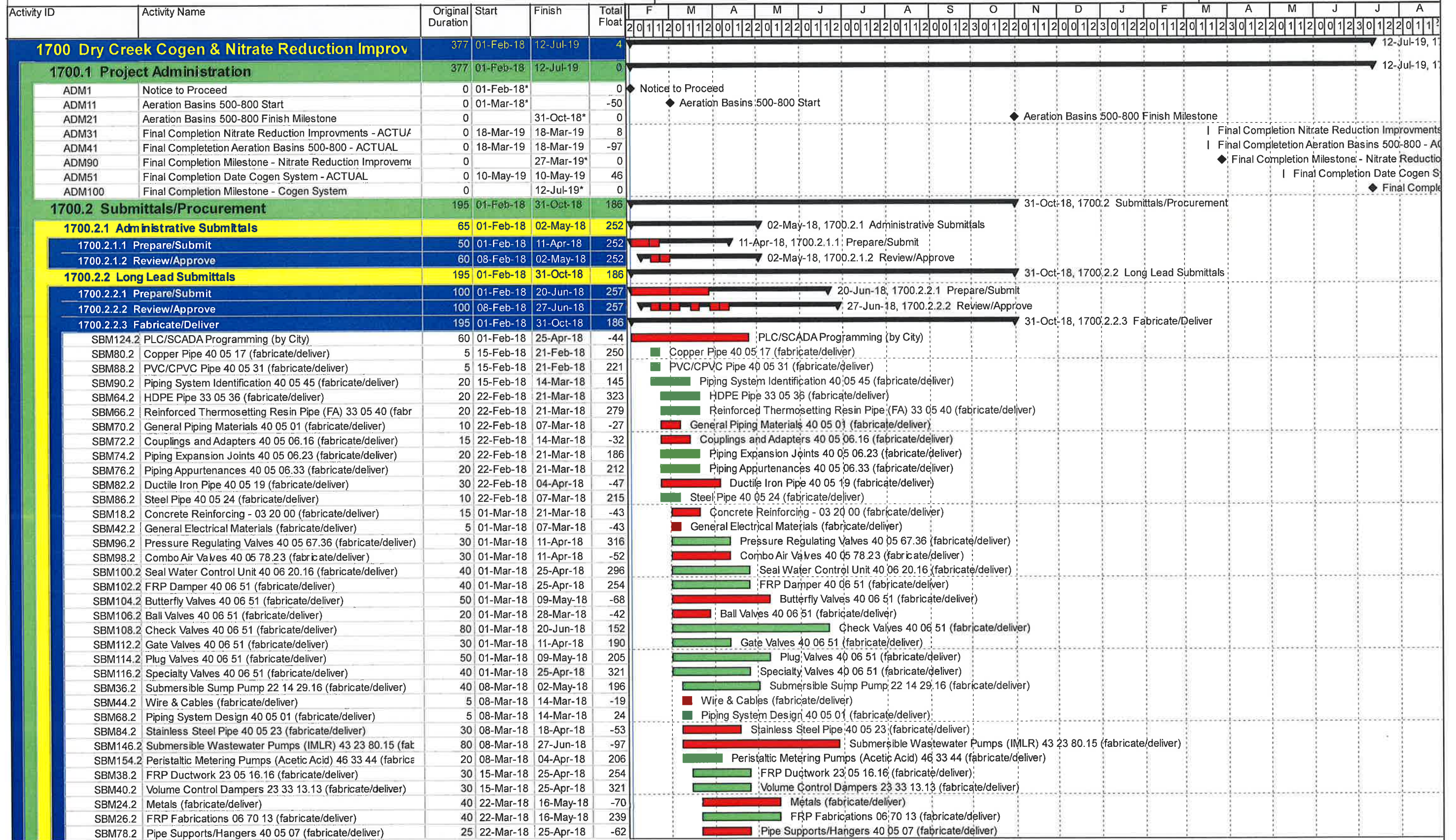


Kevin McCarty

KEVIN MCCARTY
Assemblymember, 7th District

Exhibit 2

Project Schedule



Activity ID		Activity Name	Original Duration	Start	Finish	Total Float	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
							2	0	1	1	2	0	1	2	2	0	1	2	2	0	1	2	3	0	1	2	2	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3	0

Dry Creek Nitrate Reduction Improvements and Cogeneration Project City of Roseville

Auburn Constructors, Inc.

16-Nov-17 08:39

[illegible]

[illegible]

Exhibit 3

Resumes

J. DEAN BAILEY

EDUCATION

Bachelor of Science, Construction Management
California State University at Chico - 1988

EMPLOYMENT HISTORY

- | | |
|----------------|---|
| 2014 – Present | President
Responsibilities include all corporation matters as to business development, contract execution, corporate financial reporting, bonding and insurance oversight, hiring management personnel and ongoing business practices. |
| 2003 – 2014 | Vice President and Field Operations Manager
Responsibilities include coordination of all company field operations such employee resources, equipment resources, hiring, safety, quality control and subcontractor relations. |
| 2000 - 2003 | Vice-President of New Business Development
Responsibilities include overall responsibility of all company estimating. Assist President in procurement of negotiated work in the private sector and design-build market. |
| 1997 - 2000 | Secretary
Auburn Constructors, Inc. |
| 1990 - 1999 | Project Manager
Auburn Constructors, Inc. <ul style="list-style-type: none">- City of Roseville Bio-Filter Odor Control System (Design/Build)- River Drive/Jacob Pump Station (Design/Build)- River Walk/NETP Pump Station (Design/Build)- Linda County Water District Water Treatment Improvements- Union Mine Disposal Site - Phase 1- Buckeye Water Treatment Plant- Linda County Water District Water Treatment Improvements- Fumasi Ranch Well & Water Treatment Facility- City of Turlock Interim Gravity Belt Thickeners- Hangtown Creek Wastewater Treatment Plant- Yuba City Wastewater Plant Modifications |

KEVIN COUPER

EDUCATION

Construction Management, University of California, Davis - 1995

Secondary Education Teaching Credential, California State University, Sacramento - 1978

Bachelor of Arts, Sociology, University of California, Davis - 1976

U.S. NAVY

1986 - 2000 U.S. Navy Reserve, Commander, Naval Control of Shipping Organization,
Operations Officer

1981 - 1985 Active Duty, Lieutenant, U.S. Navy, U.S.S. Brooke (FFG-1), Navigator, Legal
Officer

EMPLOYMENT HISTORY

2014 – Present **Vice President**

Auburn Constructors, Inc.

Responsibilities include coordination of all company field operations such
employee resources, equipment resources, hiring, safety, quality control and
subcontractor relations.

1996 – 2014 **Project Manager**
Auburn Constructors, Inc.

1991 - 1996 **Foreman and Superintendent**
Auburn Constructors, Inc.

1990 **Structure Foreman**
Teichert Construction

1988 **Structure Foreman**
Granite Construction Company

1986-89, 1990 **CFB Construction**

Structure Superintendent (1987-90)
Foreman (1986-87)

1979-1981 **General Building Contractor**
California License # 40303

Brian Couper

EDUCATION

University of Nevada Reno - 2000
B.S. – Civil Engineering

EMPLOYMENT HISTORY

2001-Present

Project Manager
Auburn Constructors, Inc.

- *Discovery Bay WWTP*
\$ 6,401,300 Discovery Bay, CA
- *Los Osos Water Recycling Facility*
\$ 48,180,300 Los Osos, CA
- *Dry Creek WWTP Clarifier Rehabilitation (Design-Assist)*
\$ 3,509,415 Roseville, CA
- *Folsom Blvd. Booster Pump Station*
\$ 1,491,213 Sacramento, CA
- *Jackson Highway Facility – Well, Treatment, and Booster Pumping*
\$ 4,711,828 Sacramento, CA
- *Red Hawk Casino Wastewater Treatment Plant (Design-Build)*
\$ 16,102,660 Placerville, CA
- *Auburn Water Treatment Plant*
\$ 30,294,778 Auburn, CA
- *Buckhorn Water Treatment Plant*
\$ 5,101,335 Pioneer, CA
- *Villages of Zinfandel Storm Drain Pump Station*
\$ 1,983,579 Rancho Cordova, CA
- *Cache Creek Indian Bingo & Casino Wastewater Treatment Plant*
\$ 5,657,287 Brooks, CA
- *Rumsey Water System Improvements*
\$ 804,750 Rumsey, CA
- *Mather Field Booster Pump Station*
\$ 1,335,000 Mather, CA
- *Carlin Water Storage Tank & Pump Station*
\$ 1,680,000 West Sacramento, CA
- *Legends & Saddle Creek Well Sites*
\$ 580,000 Elk Grove, CA

2000-2001

Project Engineer
CDM Engineers & Constructors

John West

Education

B.S. – Construction Management, California State University at Chico, 2000

Professional Experience

Auburn Constructors, Inc., Sacramento, CA

2005 – Present

Project Manager

- West Hills WTP – Hollister, CA
\$ 23,736,300
- Secondary Sedimentation Tanks Rehab Project – Elk Grove, CA
\$ 3,253,300
- Gray Lodge Schedules 1A and 1C – Gridley, CA
\$ 4,075,867
- Russian River County Sanitation BNR Removal Project – Sonoma, CA
\$ 2,461,300
- Phase 2 Advanced WWTP Pilot Project – Elk Grove, CA
\$ 2,117,000
- Pump Station No. 10 – Olivehurst, CA
\$ 3,015,751
- Phase 1 Advanced WWTP Pilot Project – Elk Grove, CA
\$ 10,918,786
- San Andreas WWTP Improvements – San Andreas, CA
\$ 7,456,623
- Colusa WWTP Improvements – Colusa, CA
\$ 15,508,052
- Lake Wildwood WWTP – Penn Valley, CA
\$ 10,326,778
- Bear River Pump Station – Olivehurst, CA
\$ 10,759,918
- Wildhawk Ground Water Treatment – Elk Grove, CA
\$ 13,826,107

Stimpel Wiebelhaus Associates – Redding, CA

2000 - 2005

Project Manager

- Highway 162 Rehabilitation – Federal Highway Administration
- Recreation Are/Campground – SMUD
- Residential Road Construction – Bureau of Indian Affairs
- Highway 395 Widening – Caltrans
- Canal Rehabilitation – Butte County
- Boat Ramp and Access Parking – CA Department of Boating and Waterways
- Lake Relining – Clark County

William J. Franceschini, CPA

EDUCATION/ACHIEVEMENTS

B.S. Degree in Business Administration, Accounting Concentration,
California State University, Sacramento, December 1980.

Certified Public Accountant, July 1983.

Member of American Institute of Certified Public Accountants

Member of California Society of Certified Public Accountants

Board Member of Construction Financial Management Association-Sacramento

PROFESSIONAL EXPERIENCE

AUBURN CONSTRUCTORS, INC, General Contractor 7/14/97 to Present

Chief Financial Officer, Reporting to President/Board of Directors

Responsible for all financial reporting, insurance, banking and employee benefit transactions. Coordinate the year end financial statement and tax return preparation with the outside accounting firm. Represent the corporation in tax, insurance and employment related audits. Became Secretary and Treasurer of Auburn in 2000.

KIP INCORPORATED, Underground Contractor 6/17/85 to 7/11/97

Corporate Controller, Reporting directly to President/Owner.

Coordinated accounting information from three company locations and prepared monthly financial statements for management, bonding agents and lending institutions. Converted existing computerized accounting system to an IBM System 36 with specialized software designed for the construction industry.

Responsible for preparing information for the year end audit and coordinating the overall audit activities with the outside auditors. I was able to reduce the outside accounting fees by \$10,000 per year. Prepared and knowledgeable of local, state and federal tax returns including Corporate Federal and Multi State Tax law. Assisted with general tax planning, as well as personal and partnership returns for the owner. Represented the company in varied insurance and tax audits.

GLENTZER & DUNNIGAN AN ACCOUNTANCY CORPORATION 8/12/81 TO 6/14/85

Staff Accountant

Accountant in-charge of various engagements, having direct contact with clients and reporting directly to engagement partner

Experience and exposure to many different industries and entities with major concentration in the construction industry. Tax planning and preparation of corporate, partnership and individual tax returns. Prepared, reviewed and audited financial statements.

Barry R. Evans

EDUCATION

2005 NECA, MCAA Project Management Certified Texas A&M University
1981-1983 International Brotherhood of Electrical Workers, Local 309, Iowa
1979-1981 Upper Iowa University

EMPLOYMENT HISTORY

Electrical Division Manager, Auburn Constructors, Inc. ***(12/2013-present)***

Responsible for business development, overseeing ongoing operations, ensuring project business profitability and project management quality. Oversee field personnel, office administration, project managers and the estimating team. Involved with contract review and administration, implementation of safety programs and hiring of field staff.

Senior Project Manager Tesco Controls, Inc. ***(09/2006-12/2013)***

Responsible for leading and managing all logistics of the Project Management department. Delegate work, train, and mentor subordinate staff. Establish procedures and guidelines for the department. Oversaw and directed larger more complex projects. Was involved with the development and implementation of CSIA standards company wide.

Field Operations Manager, Clayborn Contracting Group Inc. ***(03/2004-07/2006)***

Oversaw all aspects of public works and private contract construction including personnel placement, contract implementation, contract negotiation, RFI's, change orders, material acquisition, shop drawings, construction meetings, construction budgets and company planning.

Field Superintendent, Clyde G. Steagal Inc. ***(02/1999-02/2004)***

Field superintendent for public works projects:

- Folsom dam main pump-house additions: \$4.2 million
- Alvarado District main influent pump station: \$4.6 million
- San Jose WPCP electrical systems upgrade (4160v&480v): \$6 million

Owner, Barry Evans Electrical Contracting. ***(1997-1999)***

Marketed microprocessor based control systems for residential smart homes, commercial refrigeration equipment, HVAC and lighting control systems for large commercial buildings. Designed and installed residential and municipal waste water control systems.

Co-Owner Vice President, E.T.I.L. Inc. dba. EN-TECH International Limited. ***(1991-1997)***

Specialized in grocery market remodel and construction including lighting and refrigeration control equipment. Pioneered lighting and variable speed drive energy programs with SMUD and PG&E. Performed large scale lighting programs for grocery, commercial and distribution facilities. Managed a staff of 15 including office personal. Provided 24-hour 7-day electrical service to customers.

Andy A. Rusk

EDUCATION

Salt Lake Community College (1994-1997)
Business Management 48 credit hrs.
Flight Technologies 22 credit hrs.

EMPLOYMENT HISTORY

Electrical Project Manager, Auburn Constructors Inc. (7/2016-Current)

Overseeing daily activities of employees and subcontractors. Scheduling workforce, vendor, and subcontractors, based on construction activities. Producing construction, procurement and submittal schedules, and schedule implementation. Overseeing that the contract obligations are met. Delegating various construction responsibilities accordingly. Reviewing and approving invoices from subcontractors and vendors. Managing, and reviewing submittals developed by subcontractors, vendors, and Auburn Constructors. Educate self and others of current safety regulations and laws, as well as ensuring their compliance.

Project Manager, Hollman, Inc. (01/11/2016-05/16/2016)

Responsible for the construction and Installation of athletic locker rooms nationally. Developing and issuing Contracts based on customer requirements. Managing compliance with State and local legal and licensing requirements. Coordinating schedules from concept to Installation. Overseeing Insurance, bonding, and safety compliance. Approving payment application for subcontractors and Vendors.

Project Manager, ARusk Management Services L.L.C. (05/01/2015-11/23/2015)

Managing multiple electrical and instrumentation installations for projects ranging between 8 and 15 million dollars. Coordinating subcontractors, utility providers and procuring equipment materials, and Instrumentation. Overseeing maintenance activities of existing facilities. Reviewing Estimates and quotes from vendors and subcontractors. Review and approval of invoicing and payment from subcontractors.

Progressive Positions, Buffalo Gap I&E, (01/01/2007-04/30/2015) Project Manager, (02/01/2010-04/30/2015)

Project development for the construction of electrical and instrumentation systems on various oil and natural gas facilities. Managing the installation of electrical systems up to 25KV. Overseeing employee's daily activities. Scheduling workforce based on project requirements. Overseeing Safety compliance manager. Approval of Payroll and all accounts payable with associated vendors and subcontractors.

Company Profile

Founded in 1970, Technical Systems Inc. is the leader in Integrated Water/Wastewater Solutions specializing in the design/build delivery method primarily focused in the municipal industry. With over 47 years of business experience and the completion of over 7,400 jobs, TSI's proven performance and vast knowledge base surpasses the majority of all other integration companies.

Headquartered in Lynnwood, Washington, TSI operates out of their full service, 25,000 square foot facility housing its engineering offices, training base, field service hub, and control panel fabrication and testing center. In addition, TSI maintains a Southern California office in Irvine and a Northern California office in Dixon with complete engineering, programming, and field service capabilities.

Engineering services provided by TSI include the design and programming of remote telemetry, SCADA, power monitoring, programmable logic controllers, pc-based control, human machine interface (HMI), distributed control systems (DCS), instrumentation, variable speed drives, motion control, motor control, and process information management.

Custom panel fabrication, start-up and training, project management, and technical on-site services are additionally available.

Customer satisfaction, client service, post-project support, and the desire to successfully finish a job are deep-rooted principles ingrained in TSI. This has led to company growth averaging 15% per year, sending revenues over 20 million dollars annually. As an employee owned company, TSI shareholders have seen their stock grow in value each year, even during last year's downturn in the economy.

As a large integration company employing nearly 60 people, TSI is able to handle the largest of projects while maintaining close customer relations. Strategically formed teams within TSI accomplish this capability. Divisions within the company include design and engineering, programming, purchasing, panel fabrication, sales, and field service all coming together to create a formidable integration provider.

Approximately Ninety-Five percent of TSI's revenue generated from the municipal marketplace. TSI is well aware of the many intricacies facing process automation within a water and wastewater treatment facility and their associated remote booster stations, wells, pump & lift stations, and reservoirs. The remaining five percent of revenues are derived from the following industries: Fish and Wildlife, aerospace, energy & power, and transportation.

TSI's breadth of knowledge, experience, size, wide range of in-house capabilities, and financial stability, allow TSI to optimally employ the Design/Build delivery method for its customers. The Design/Build delivery method permits a customer to appoint TSI as the focal point of contact and responsibility for the design and implementation of a process automation system involving SCADA/telemetry.

Technical Systems Inc. thanks you for investing the time to learn more about TSI and how we can assist you in accomplishing your goals.



Water Works Engineers was formed in 2005 by engineers who believed that water wastewater engineering and consulting could be done a better way, by combining the best attributes of large and small engineering and consulting firms: the technical expertise and resources of large firms and the personal attention to client specific needs of small firms. Our vision was the formation and growth of a new kind of engineering firm, ***a firm built on providing exceptional client service from highly experienced engineers in a “hands-on” highly interactive and enjoyable environment.***

To accomplish our vision, Water Works Engineers provides high-level staffing on every project with a leaner overall firm structure that is focused on delivering high quality work for client-specific needs. We focus solely on water and wastewater treatment, distribution and collections infrastructure. This focus makes us efficient, keeps us up to date, and allows us to provide the highest level of service.

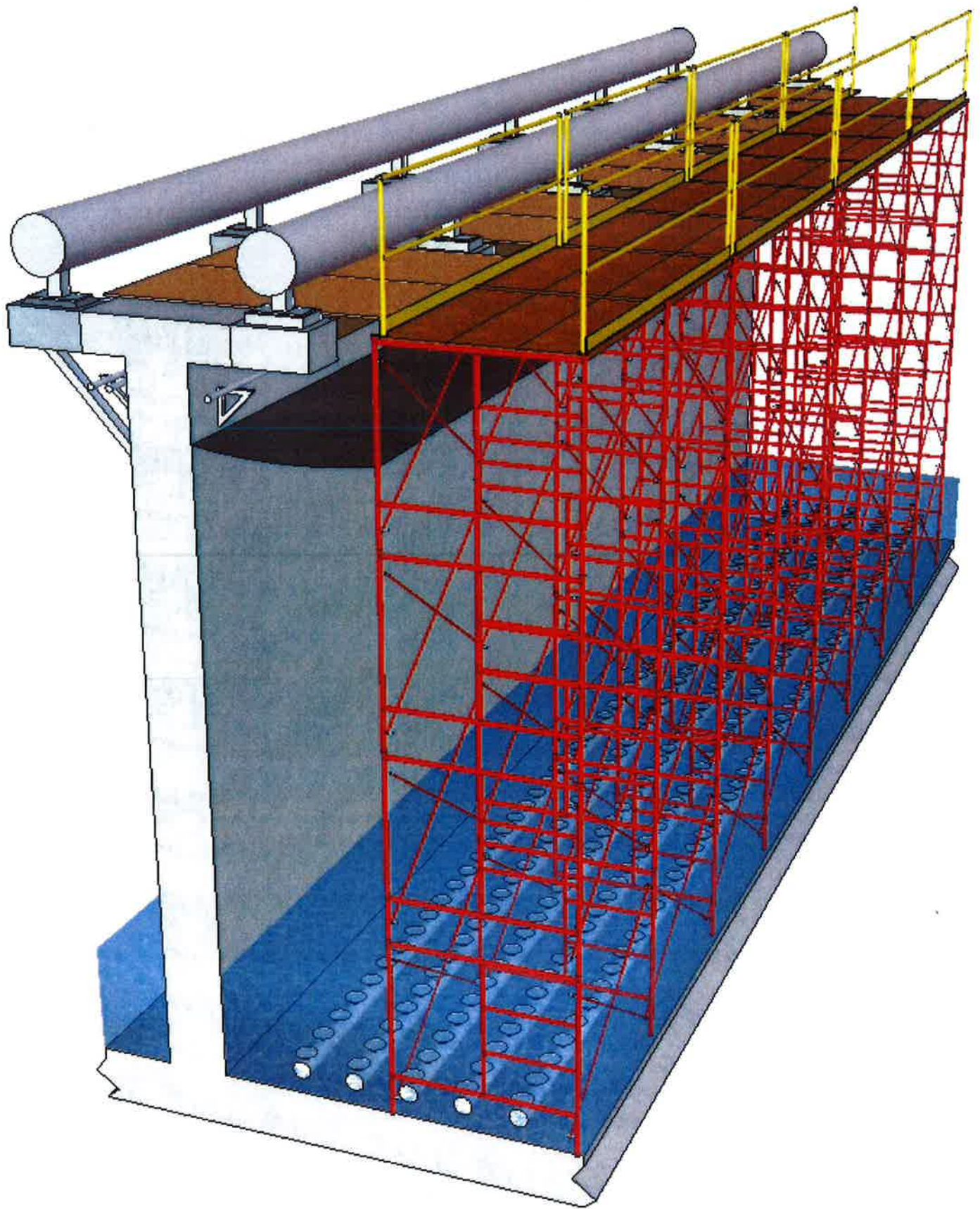
Since 2005, we have grown to more than 60 engineers and designers, using targeted recruitments of highly skilled individuals, with annual revenues of over \$16M. Our engineering and design staff has more than 375 years of combined experience in planning, design, construction administration and operations services for water and wastewater facilities. Since the beginning, Water Works Engineers has provided our clients with efficient-high quality work on over 450 separate water and wastewater infrastructure projects. We average 80 projects a year of sizes varying from \$10,000 to \$50M.

To serve our clients throughout the Western United States, Water Works Engineers has offices and employees based in Los Angeles, Redding, Roseville, San Mateo, CA, as well as Scottsdale, AZ, and Salt Lake City, UT. Water Works Engineers is licensed in many other states as well and has provided engineering for projects in many other states, including Nevada, New Mexico, Hawaii, and Oregon.

Water Works Engineers brings extensive experience in the planning and design of water and wastewater pumping, conveyance, and treatment systems. Our expertise includes both process and process-mechanical design of facilities with a broad range of size and complexity to ensure that the facility will provide long-term, reliable and cost-effective performance. We are committed to providing well thought-out projects that meet our Client's schedule and budget exceed expectations for quality, efficiency and attention to detail. Our team's principals and staff have extensive experience with facilities representing a broad range of size and complexity and continually strive to provide practical approaches to projects. Our focus and work approach allow us to provide high-quality planning and design products very efficiently.

Exhibit 4

Scaffolding Diagram



Aeration Basins 500-800 Scaffolding System

ORDINANCE NO. 5924

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Dry Creek Wastewater Treatment Plan Cogeneration and Nitrate Reduction Improvements project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$4,829,890.00.

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*: Luz "Nina" Buelna

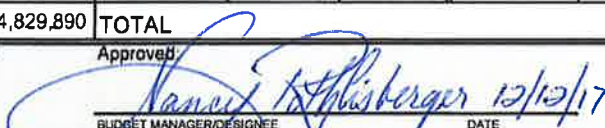
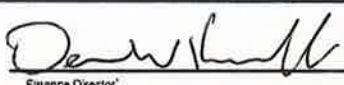
DEPARTMENT/DIVISION*: Environmental Utilities

FISCAL YEAR/EFFECTIVE DATE*: January 10, 2018

PROPOSED COUNCIL DATE (if applicable): 01/10/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
4,623,797	30503	6130	474	163509	45	DCWWTP NITRATE REDUCTION PROJECT
206,093	30503	6130	474	173510	45	DRY CREEK WWTP COGENERATION
\$ 4,829,890	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,149,938	00474	3850	474	163509	79	SPMUD (24.87% reimbursement of costs)
51,255	00474	3850	474	173510	79	SPMUD (24.87% reimbursement of costs)
557,168	00474	3850	474	163509	78	Placer County (12.05% reimbursement of costs)
24,834	00474	3850	474	173510	78	Placer County (12.05% reimbursement of costs)
3,046,695			474			Available resources - WW Rehab Fund (63.08%)
\$ 4,829,890	TOTAL					

FINANCE USE	Approved:		
	BUDGET MANAGER/DESIGNEE	DATE	DATE
		12/10/17	12/12/17

Justification for Budget Adjustment*:

This regional partner project requires \$4,829,890 more in funding to get the funding level equal to the total project cost. The City's portion is 63.08% and the remaining 36.92% will be reimbursed by SPMUD (24.87%) and Placer County (12.05%). The City plans to award the Design Assist Construction Agreement with Auburn Contractors Incorporated (Auburn) for Construction Services and authorize the City Manager to execute it, in the not to exceed amount of \$18,420,300 for the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project.

Approved:		12/11/17	Approved:		
	REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE		CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8979

File #: 0704-01 & 0201-01

Title: Waltrip Jr. Park - Budget Adjustment
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 1/10/2018

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving the budget adjustment to re-open the capital account for Waltrip Jr. Park in order to reimburse the developer, Elliott Homes for a portion of the park construction.

BACKGROUND

The park was constructed turn-key and dedicated in June 2017. Through the budget process, the capital account was noted to be closed. Reimbursement documents were received in August 2017 and the amount requested was over the amount outlined in the Park Development Agreement. Upon completion of an audit, it was found that the additional amount was justified. This adjusted the total reimbursement to \$308,150.00.

A Park Development Agreement was approved by Council in December 2017. The Amendment authorized the reimbursement of \$308,150.00 for a portion of the park's construction. Concurrent to the processing and authorization of the Amendment, the capital account was closed. This budget adjustment request seeks to re-open the account using the funds previously allocated towards the project for developer reimbursement.

FISCAL IMPACT

Funding for the development of Waltrip Jr. Park is provided through the Stoneridge Neighborhood Park Fund (238) and was approved during the FY2016/17 budget process. No new funds are being requested.

ECONOMIC DEVELOPMENT / JOBS CREATED

NA

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 budget adjustment for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5923

Budget Adjustment Waltrip

ORDINANCE NO. 5923

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Waltrip Jr. Park at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$308,150.00.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 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*: Tara Gee/Kathy Cullen

DEPARTMENT/DIVISION*: Park Development

FISCAL YEAR/EFFECTIVE DATE*: FY2017-18

PROPOSED COUNCIL DATE (if applicable): 01/10/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
308,150	50081	6130	238	155005	47	construction reimbursement
\$ 308,150	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
308,150			238			Fund balance
\$ 308,150	TOTAL					

FINANCE USE	Approved: <i>Nancy K. H. Berger</i>	DATE: 12/13/17	Approved: <i>De W. K. H. H.</i>	DATE: 12/15/17
	BUDGET MANAGER/DESIGNEE		Finance Director	

Justification for Budget Adjustment*:

To reimburse Elliott Homes for work done on project 155005 in FY2017-18. The project at Waltrip Jr. Park in Stoneridge was completed and closed prior to 6/30/2017. As a result, the remaining balance in the project budget was not carried forward to FY2017-18. This reimbursement was included in the project budget and the funds are part of the fund balance in fund 238 (Park Development - Stoneridge).

Approved: <i>[Signature]</i>	Approved: <i>[Signature]</i>
REQUESTING DEPARTMENT HEAD/DESIGNEE	CITY MANAGER
DATE: 12-13-17	DATE:



COUNCIL COMMUNICATION

CC #: 8992
File #: 0600-03

Title: Second Reading - Personnel Rule Revision - 3.07.130 Medical Separation/Termination
Contact: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.18.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5925 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 3.07.130 AND 3.07.140 OF CHAPTER 3.07 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE AND ADDING A NEW SECTION 3.07.130 TO CHAPTER 3.07 OF TITLE 3 TO THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL ACTIONS, for second reading and adoption.

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

Ordinance No. 5925

ORDINANCE NO. 5925

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 3.07.130 AND 3.07.140 OF CHAPTER 3.07 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE AND ADDING A NEW SECTION 3.07.130 TO CHAPTER 3.07 OF TITLE 3 TO THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL ACTIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 3.07.130 of Chapter 3.07 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.07.140 Checkout upon service separation.

Any employee who is laid off, terminated, retires, or who otherwise separates from city service for any reason must turn in to the employee's supervisor all city-owned equipment and any city records in the employee's possession, including the city identification card and any clothing, tools, or other working materials that have been provided. The employee is to complete all exit interviews and forms which may be required by the director.

SECTION 2. Section 3.07.140 of Chapter 3.07 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.07.150 Service separation—General.

A. Probationary Employees. Upon separation from service, probationary employees will not be entitled to payment for unused sick leave hours. Probationary employees are entitled to receive payment for all accrued vacation and compensatory time balances.

B. Payment of Accruals. Employees in the classified service, regardless of service length, shall be entitled to payment for accrued (not pro rata) vacation and compensatory time up to their date of separation.

C. Payment of Unused Sick Leave. The payment of unused sick leave is authorized by the city as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job and will be made pursuant to Section 3.12.070.

D. Payment of Hours Allocated in Advance. Upon separation from service, hours allocated in advance such as holiday and management leave will be payable on a pro rata basis and included on the employee's final paycheck.

SECTION 3. Section 3.07.130 of Chapter 3.07 of Title 3 of the Roseville Municipal Code is hereby added to read as follows:

3.07.130 Medical Separation/Termination.

A. Separation/Termination. For non-disciplinary reasons, and after adhering to City's Reasonable Accommodation Policy outlined in Administrative Regulation 2.19, a regular employee may be separated/terminated because of a disability or medical condition,

which precludes the employee from the ability to perform the essential duties of the job. Notice of the intended action with supporting information shall be served on the employee at least ten (10) business days before the effective date. Prior to the effective date, the employee shall be entitled to a meeting with the director, or designee, and may submit oral or written information in person, with a representative present. As a result of the meeting, the director may affirm, modify, or vacate the intended action and shall notify the employee in writing thereof within five (5) business days. If the action is affirmed or modified, the employee shall have a right to an appeal and hearing in accordance with the process and procedure in Chapter 3.21.

B. Disability Retirement. Prior to proposing separation/termination, the director shall consider the employee's right to disability retirement, and shall coordinate with the employee in that regard. An employee otherwise eligible to retire for disability may not be separated/terminated for inability to perform work, and the employer shall apply, unless waived by the employee, for the employee's retirement, per Government Code Section 21153.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. 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 #: 8978
File #: 0600-02

Title: Out of State Travel Request - Electric Department
Contact: Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve this out-of-state travel request for an Information Technology (IT) Analyst to attend the Link 2018 Conference hosted by Schneider Electric. As GIS technology advances Roseville Electric will need additional assistance from IT for GIS. Due to this Roseville Electric is covering IT travel costs for this event. The estimated total cost of the conference and travel of \$2800 is included in Roseville Electric utility's fiscal year 2018 approved budget.

BACKGROUND

The Link conference is an annual event hosted by Schneider Electric, the vendor of the ArcFM software solution that is heavily used by Roseville Electric for the editing and maintenance of GIS data. The conference takes place in Loveland, Colorado during the week of Feb 26 - Mar 2, 2018. It consists of technical updates, software demonstrations, training sessions, networking opportunities, and user presentations. In attendance will be numerous other utility GIS professionals as well as vendors and industry experts.

Due to advancements in technology and the growing role of GIS within the utility industry, a number of significant changes are expected in the next few years. The scope of these changes will require additional expertise from the City IT staff in order to assist the Electric Utility in the smooth transition to new technologies. The changes include:

- 1) A new GIS data model for utility networks
- 2) A new software platform that will require a complete overhaul of existing applications
- 3) The potential for implementing an Outage Management System that would be integrated with and reliant upon GIS

Each of these changes represents a significant technological challenge that will require close collaboration with the City IT department and likely a formal project through the Technology Governance Committee. Exposing key members of the City IT staff to the concepts involved and the solutions available will help both departments to prepare and plan for future projects.

FISCAL IMPACT

The estimated total cost of \$2,800.00 is included in Roseville Electric Utility's fiscal year 2018 approved budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This out of state travel request is not considered a "project" as defined by the California Environmental Quality Act (CEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Patrick Zanardelli, Administrative Technician

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

[Link 2017 Agenda \(Example\)](#)

Opening Session Tuesday February 28 Room: Pinyon Pine and River Birch		
Opening Session 8:30 am - 9:45 am		
Welcome		
Keynote - Follow Your Vision to the Top Stacy Allison Author and Mountaineer		
Break 9:45 - 10:05 am Snacks / Coffee		
Opening Session - Continued 10:05 am - 11:30 am		
State of the Business Jay Stinson General Manager Geospatial		
Customer Panel Showcase Mike Littrell (Avista) Lauren DiBenedetto (The Energy Cooperative) Brian Chabot (PHI) Ryan Moore (RPU) Rebecca Beasley (ActewAGL)		
Lunch 11:30 am - 12:45 pm		
Opening Session - Continued 12:45 pm to 1:45 pm		
Geospatial Technology Update Matt Zimmerman Director of Product Management		
Vertical Breakouts 2:00pm to 2:50 pm		
Industry End to End for Electric Utilities Kate Haga Neil Batchelor (Room: Golden Glow and Snowberry)	Industry End to End for Gas & Water Utilities Matt Crooks Jennifer Baxter (Room: Elderberry)	Industry End to End for Communications Jon Fairchild Brian McKelvey Ryan Bechtel (Room: Aspen Daisy)
Break 2:50 - 3:10 pm Snacks / Coffee		
Customer Stories 3:10 pm to 4:00 pm		
Avista and the Magnificent Favorites Betsy Rush Robert Cloward (Avista) (Room: Golden Glow and Snowberry)	Enabling web GIS users with ArcFM Web Matt Crooks Slade Bridges (Southern Company) Brad Baugh (Southern Company) (Room: Elderberry)	Migrating your HFC Network from CAD to GIS Jeremy Bridges Derek Rieckmann (Midco) (Room: Aspen Daisy)
Designer	ArcFM Web	DHFC
Hosted Social 4:00pm - 6:00pm Sponsored by RamTECH		
Special Event - Beer Pairing Dinner 6:00pm - 8:30pm		
Special Event - Game Room 8:30pm - 12:00am		

		Track 1	Track 2	Track 3	Track 4	Track 5	Track 6
		Foundations for Your ArcFM System of Engagement	Engaging Your Organization with the ArcFM Solution	ArcFM Solutions in Action	ArcFM Soltuions in Action	ArcFM Solution Training	ArcFM Solution Partner Enablement
		River Birch C	River Birch B	River Birch A	Goldenglow	Elderberry	Aspen Daisy
DAY TWO - WEDNESDAY, MARCH 1ST							
DAY TWO	8:30 - 9:20	ArcFM Web: What's New and Getting The Most Out of It Matt Crooks Jack Hand Drew Millen (Latitude Geographics)	ADMS and DERMS Solution and Projects Update Scott Koehler Rick Joyce	Jamaica Public Service: Taking Care of Basics Betsy Rush Dave Williams (Jamaica Public Service)	Designer Implementation at ActewAGL Phil Dodds Neil Ethridge (Parsons Brinkerhoff) Rebecca Beasley (ActewAGL)		Product Strategy, Vision & Roadmaps Matt Zimmerman
	Utility Type	All	Electric	All	Electric		Partners Only
	Product	ArcFM Web	ADMS	Mobile, Designer Express, ArcFM	Designer		Solution Suite
	9:30 - 10:20	Designer XI Focus Group Jody Anderson Kate Haga	10.2.1d What's new for Developers Kevin Heater	BART pushes Fiber Network through their organization with using GIS & the Web Greg McHugh	Configuration or Customization? Discover the power of Responder Configuration files Shawn Leingang David Miller (Lincoln Electric Systems)		Product Strategy & Esri Technology Matt Zimmerman Darren Payne Danny Petrecca
	Utility Type	All	All	Telecon	Electric		Partners Only
	Product	Designer XI	ArcFM	Fiber Manager	Responder		Solution Suite
	10:20 - 10:40	Break Espresso Learning Designer Favorites : Better than Sticks and Carrots ! By Amy Rupp 10:25-10:40 AM in the hallway outside Canyon Maple					
	10:40 - 11:30	Designer XI Focus Group Jody Anderson Kate Haga	Getting the Most Out of Responder's Prediction Engine Nick Wanke	Implementing a GIS Road Map using ArcFM with Existing System Dependencies Ryan Bechtel Ryan Smith (ESC) Sarah Rose (ESC) Josh Good (SVEC)	Expanding the Power of GIS across your Organization Matt Crooks Megan Campe (Truckee Donner)		Sales 101 - ArcFM Solution value proposition: Desktop, Web, Mobile, Maps and Apps, Esri Platform, SE ADMS Joe Rodriguez Matt Zimmerman
	Utility Type	All	Electric	Electric	Electric/Gas/Water		Distributors Only
	Product	Designer XI	Responder	ArcFM and Network Adaptor	ArcFM Web		Solution Suite
	11:30 - 1:00	Lunch - Sponsored by Cyient Espresso Learning So many choices! Configuring ArcFM Abandon and Friends By Melia Brush 12:15-12:30 PM in the hallway outside Canyon Maple					

		<u>Track 1</u> Foundations for Your ArcFM System of Engagement	<u>Track 2</u> Engaging Your Organization with the ArcFM Solution	<u>Track 3</u> ArcFM Solutions in Action	<u>Track 4</u> ArcFM Soltuions in Action	<u>Track 5</u> ArcFM Solution Training	<u>Track 6</u> ArcFM Solution Partner Enablement
		River Birch C	River Birch B	River Birch A	Goldenglow	Elderberry	Aspen Daisy
DAY TWO - WEDNESDAY, MARCH 1ST (cont'd)							
DAY TWO	1:00 - 1:50	Better ROI with ArcFM Mobile - A Technical Perspective Jeremy Bridges Juul Dijkstra	What's New in our Classic Solution + Talk To the Experts Nick Wanke Kate Haga Matt Crooks Brian McKelvey	Set Up Your Upgrade for Success! Josh Pritt Tim Vickrey Andrew Sengstacken (PSE&G LI)	Fayetteville Public Utility: Case study of a multi-utility implementation Molly Azami J.W. Brown (Fayetteville Public Utilities)		Sales 102 - Giving Effective Demonstrations Neil Batchelor
	Utility Type	All	All	Electric	Electric/Gas/Water		Distributors Only
	Product	ArcFM Mobile	Solution Suite	ArcFM	ArcFM, Designer, Responder, Fiber Manager		Solution Suite
	2:00 - 2:50	Automated Performance Tuning Anthony Dietrich Cody Beck	Putting the "Express" in Designer Express Randy Mayes Kate Haga	Enabling Your Business with Utility-Scale ArcFM Mobile Jon Fairchild Chris McClain (Southern Company)	Marketing the Location Platform to Senior Management Russell Orr (Esri) Brian Baldwin (Esri)	Fiber Manager with Conduit Manager - What Are You Missing? Hannah Moyer	Sales 103 - Competitive flips, Maintenance, Proposals and Commercial Joe Rodriguez Danny Petrecca Larry Frank
	Utility Type	All	All	All	All	Telecom	Distributors Only
	Product	Solution Suite	Designer Express	ArcFM Mobile	ArcGIS	Fiber Manager, Conduit Manager	Solution Suite
	2:50 - 3:10	Break Espresso Learning Who's on First? Mobile Solutions side by side by Melia Brush 2:55-3:10 PM in the Hallway outside Canyon Maple					
	3:10 - 4:00	ArcFM XI, ArcGIS Pro, Web GIS, and the Utility Network: What They Are and How You Fit Matt Crooks Larry Young (Esri)	Using Designer: How to Increase Efficiency Throughout the Design Process Cameron Cross Kevin Leben	Happy Linemen and Easy Admin with Offline ArcFM Mobile Jon Fairchild Josh Pritt Cynthia Weber (Vero Beach)	CPS Energy leverages ArcFM Services for Support, Issues Resolution and Project Delivery Ebony Fellman Edward DeLeon (CPS Energy)	ArcFM Web - Workflows just for You! Hannah Moyer	Marketing Engagement Chris Friede
	Utility Type	All	All	All	All	Electric/Gas/Water	Partners Only
	Product	ArcFM XI and ArcGIS Pro	Designer	ArcFM Mobile	Solution Suite	ArcFM Web	Solution Suite
4:10 - 5:00	GIS Birds of a Feather Users Only Room: Snowberry						
<u>Special Events on Wednesday -</u> *Partner Appreciation Reception (BPs Only) - Rocky River Bar and Grill at the Embassy Suites - 4pm to 6pm *Bowling Night - The Summit - 9:00pm to Midnight							



COUNCIL COMMUNICATION

CC #: 8983
File #: 0400-07

Title: Sierra Vista - Federico Large Lot Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.20.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the easements offered thereon, but reject at this time, on behalf of the public, all irrevocable offers of dedication, and approve the abandonment of the irrevocable offers of dedication and easement listed thereon.

BACKGROUND

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

This map will be creating 43 large lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017)

and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:
- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
 - (B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.
 - (C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).
 - (D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
 - (E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

- THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:
- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.
 - (B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.
 - (C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.
 - (D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.
 - (E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.
 - (F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.
 - (G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND
GRACE R. FEDERICO FAMILY REVOCABLE
TRUST, AS AMENDED AND RESTATED IN 2005,
GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF _____ } SS
ON THE _____ DAY OF _____, 2017, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND: _____
PRINTED NAME: _____
MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP
ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
MACKAY & SOMPS CIVIL ENGINEERS, INC.

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2019

DATE: _____



CITY ENGINEER'S STATEMENT

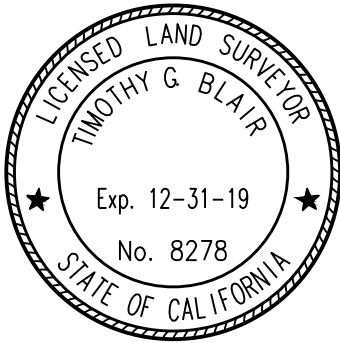
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN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

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

CITY CLERK, CITY OF ROSEVILLE
DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
DOCUMENT NO.: _____
BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

SEE SHEET 2 FOR ADDITIONAL OWNER'S SIGNATURES



SHEET 1 OF 23 18254.FED

OWNER'S STATEMENT CONTINUED

BY: _____
ANNA J. STARKS,
GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____

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

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

WITNESS MY HAND.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

BY: _____
GARY J. FEDERICO,
GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____

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

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

WITNESS MY HAND.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

BY: _____
JANET M. WRIGHT,
GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____

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

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

WITNESS MY HAND.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

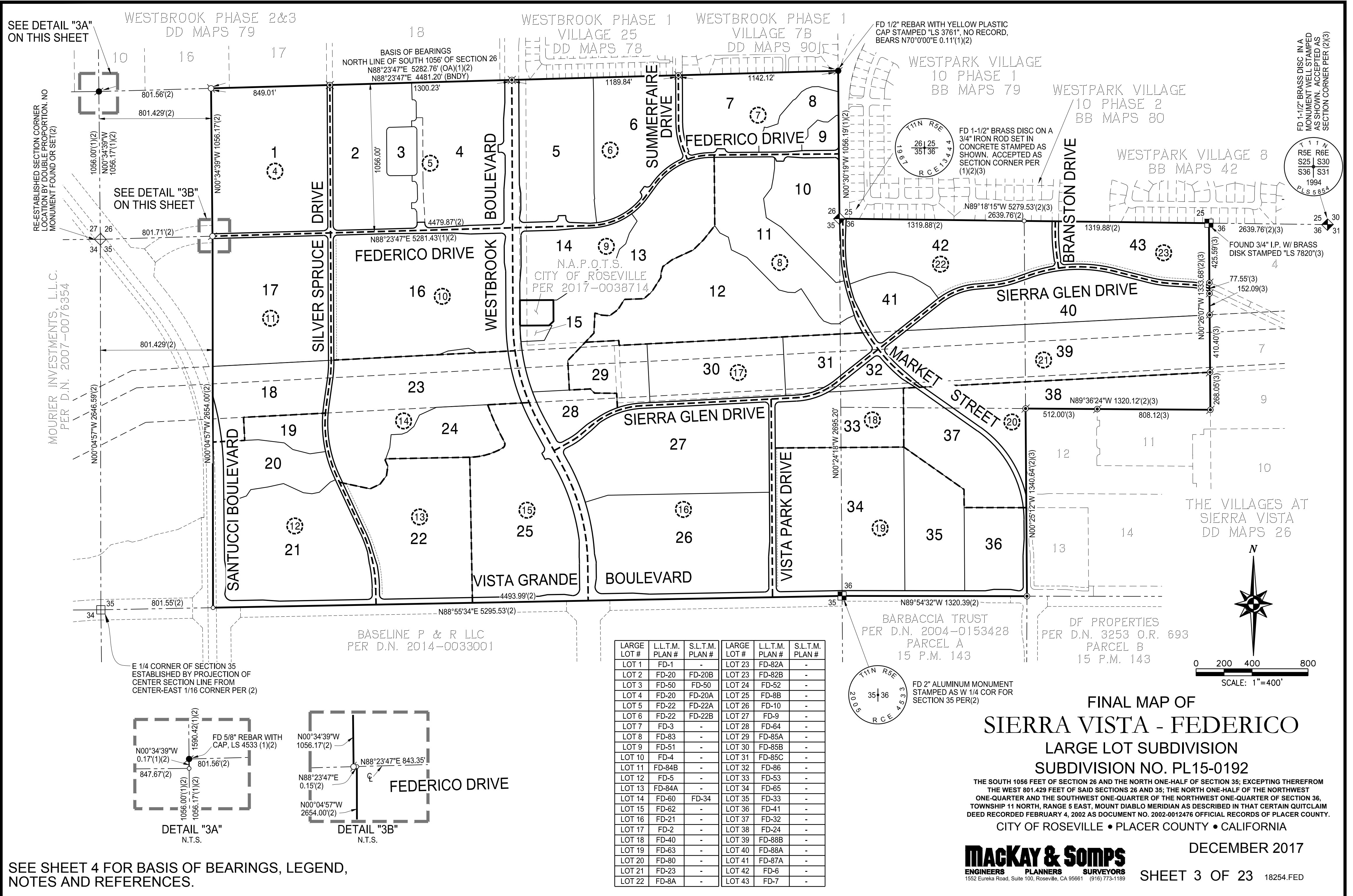
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

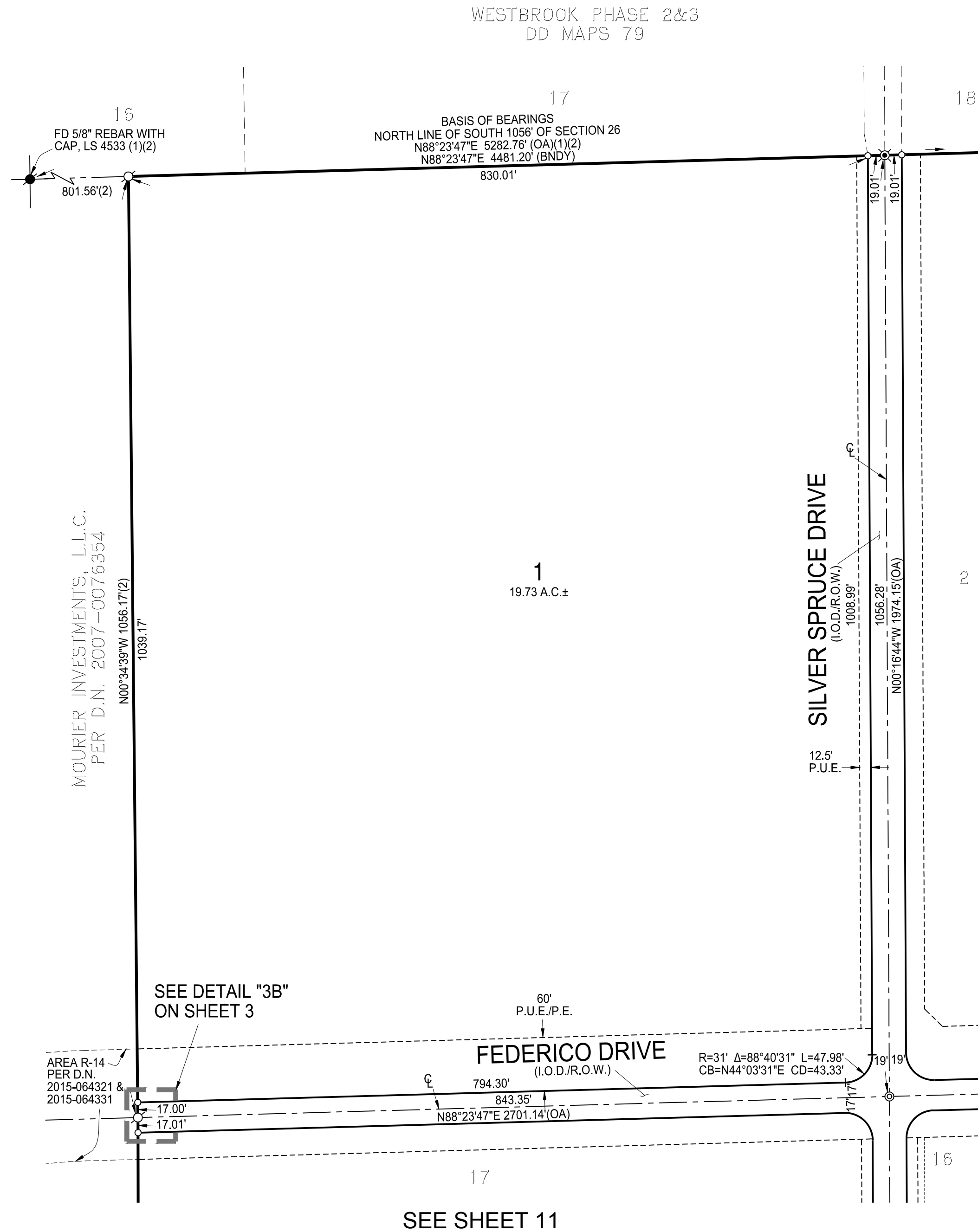
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 2 OF 23 18254.FED





LEGEND

- | | |
|---|---|
|  | FOUND SECTION CORNER AS NOTED |
|  | SECTION CORNER, NO MONUMENT FOUND OR SET |
|  | FOUND QUARTER SECTION CORNER AS NOTED |
|  | QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET |
|  | FOUND MONUMENT AS NOTED |
|  | FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3) |
|  | FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" |
|  | FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3) |
|  | SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" |
|  | SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944" |
|  | DIMENSION POINT (NOTHING FOUND OR SET) |
| AC. | ACRES |
| CB | CHORD BEARING |
| CD | CHORD DISTANCE |
| CL | CENTERLINE |
| D.N. | DOCUMENT NUMBER |
| E.E. | ELECTRICAL EASEMENT |
| I.O.D. | IRREVOCABLE OFFER OF DEDICATION |
| I.P. | IRON PIPE |
| M.A.E. | MAINTENANCE ACCESS EASEMENT |
| NAPOTS | NOT A PART OF THIS SURVEY |
| (OA) | OVERALL |
| O.R. | OFFICIAL RECORDS OF PLACER COUNTY |
| P.E. | PASEO EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| (R) | RADIAL BEARING |
| R.O.W. | RIGHT OF WAY |
| S.F. | SQUARE FEET |
| S.L.T.M. | SMALL LOT TENTATIVE MAP |
| S.M.U.D. | SACRAMENTO MUNICIPAL UTILITY DISTRICT |
| L.L.T.M. | LARGE LOT TENTATIVE MAP |
| () | DENOTES RECORD INFORMATION |
|  | SHEET INDEX |

NOTES:

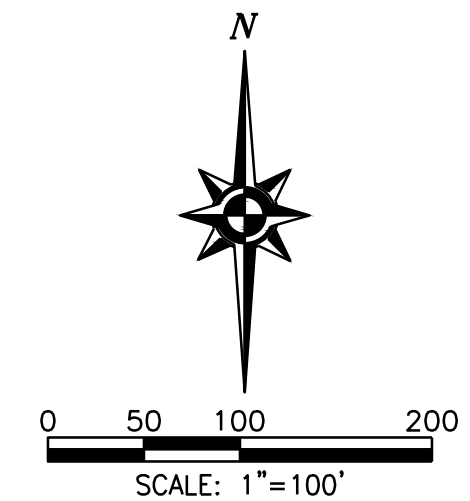
1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
3. THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL, IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
4. THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
 - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - C. AREA POP-2, POP-3, POP-4 AND POP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
 - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
 - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) CC MAPS 85
(2) 22 R.S. 135
(3) DD MAPS 26
(4) DOC. NO. 2017-0038714



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

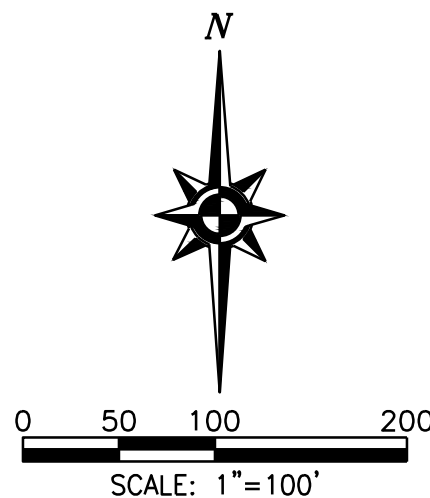
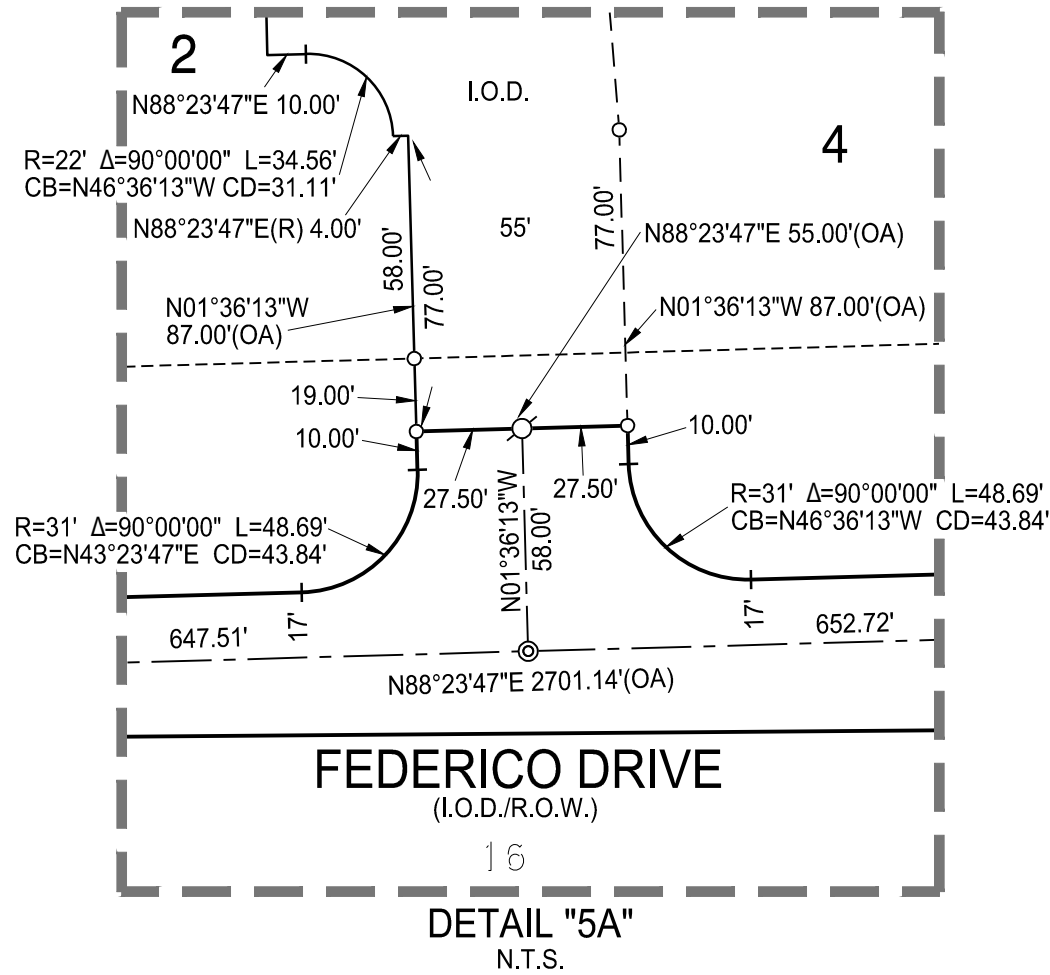
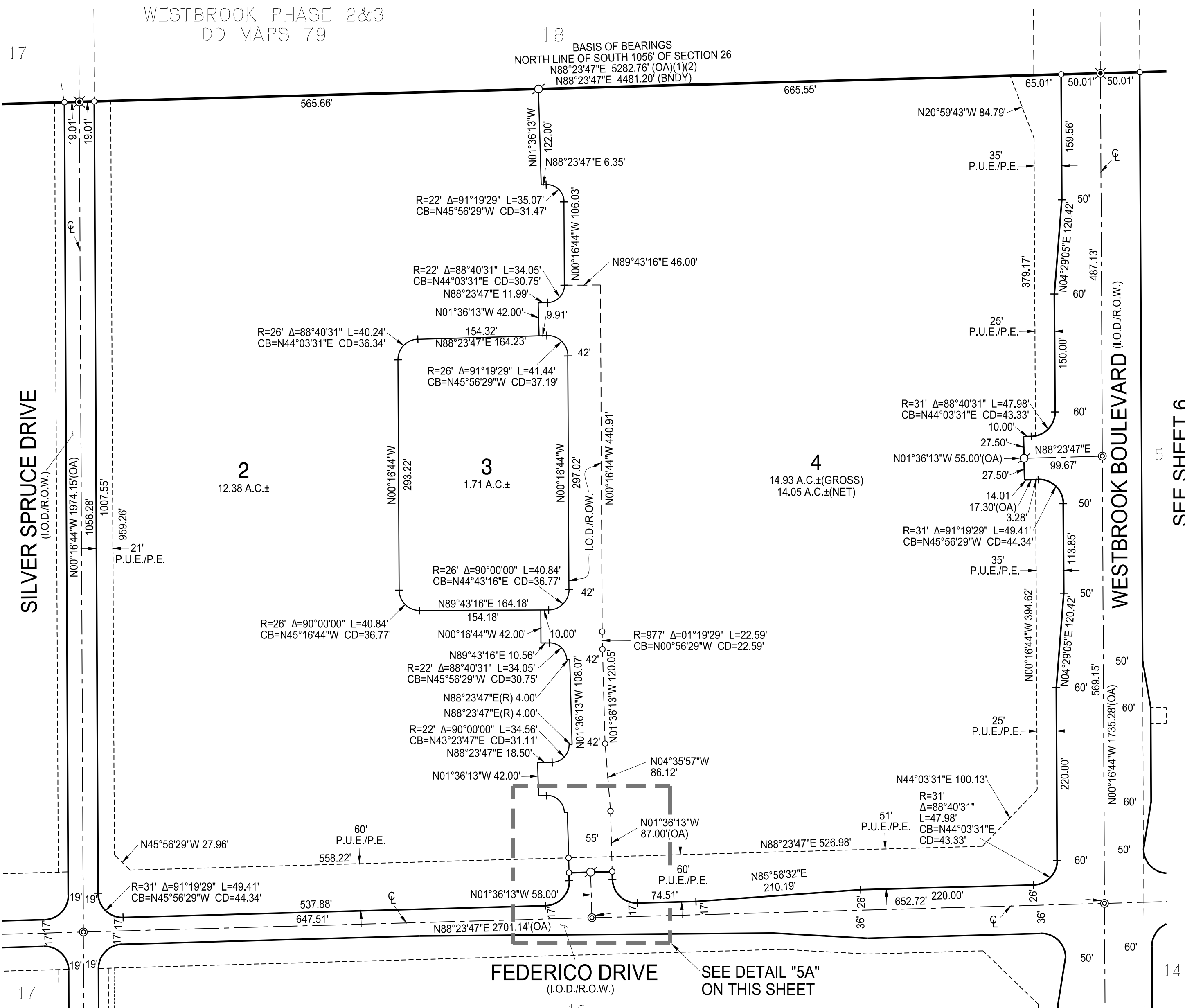
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 4 OF 23 18254.FED



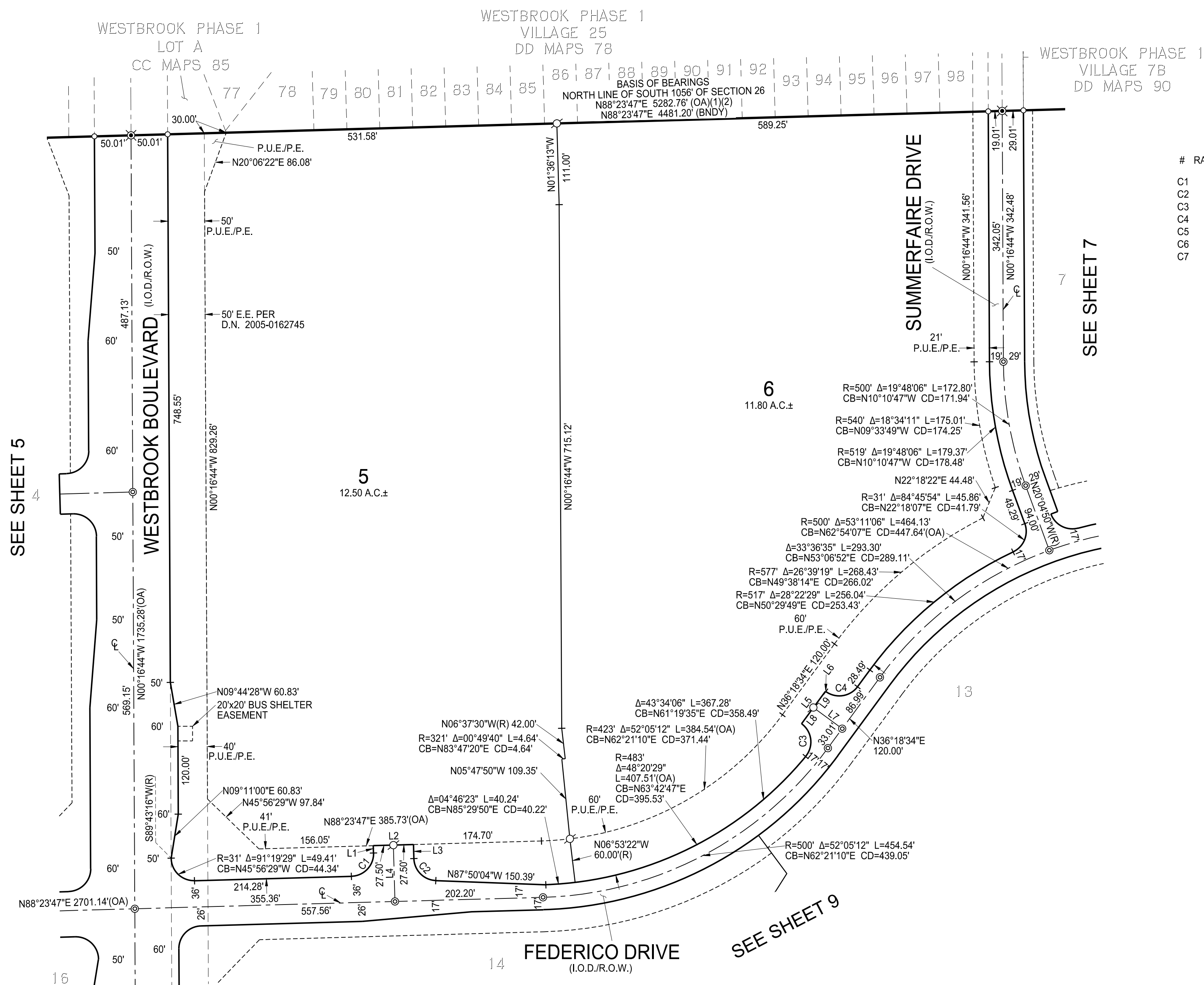
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

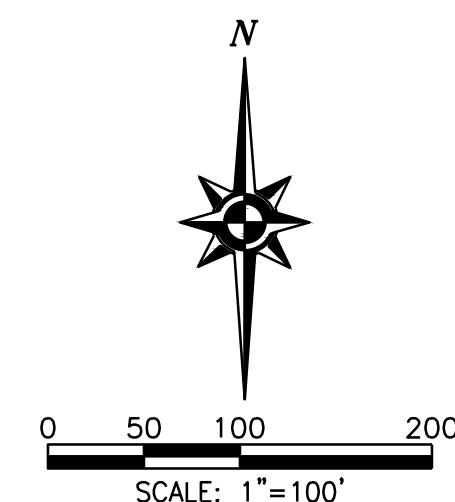
DECEMBER 2017



CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

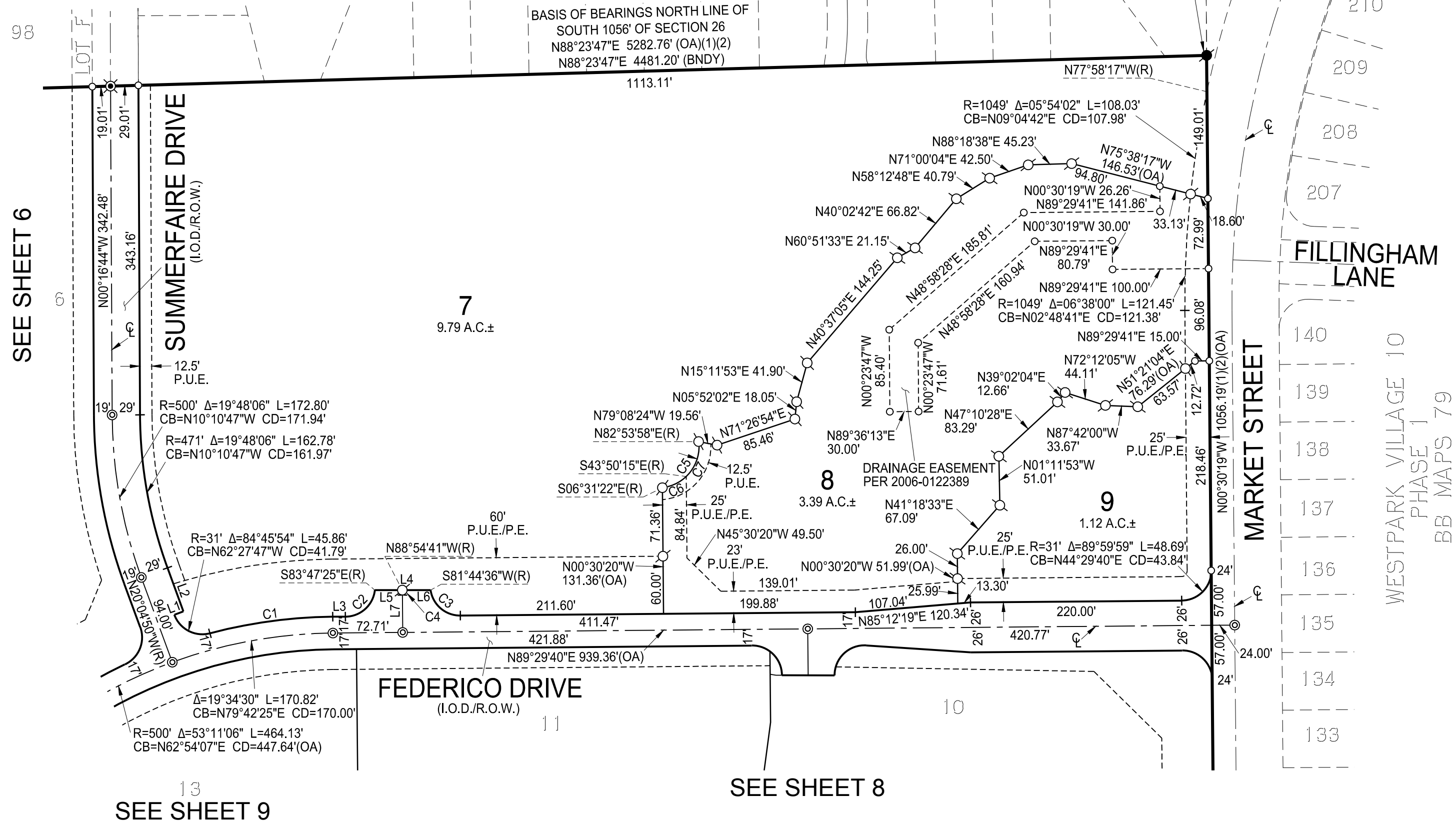
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 6 OF 23 18254.FED

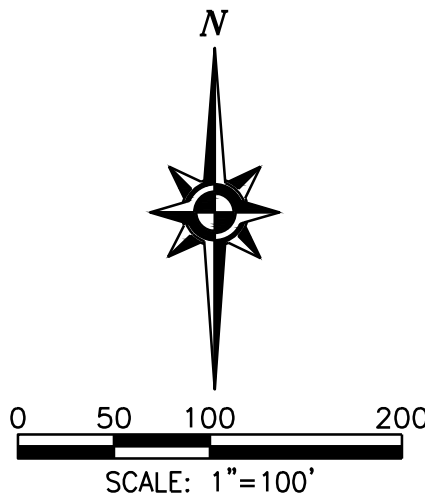
WESTBROOK PHASE 1
VILLAGE 25
DD MAPS 78

WESTBROOK PHASE 1
VILLAGE 7B
CC MAPS 90



CURVE TABLE						
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'	
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'	
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'	
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'	
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'	
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'	
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'	

LINE TABLE		
#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	20.92'
L6	N89°57'30"W	37.28'
L7	N00°30'20"W	41.56'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 7 OF 23 18254.FED

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

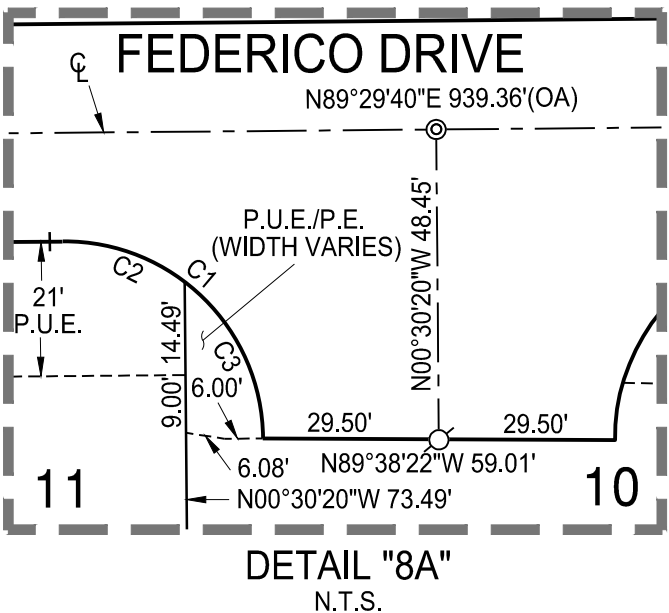
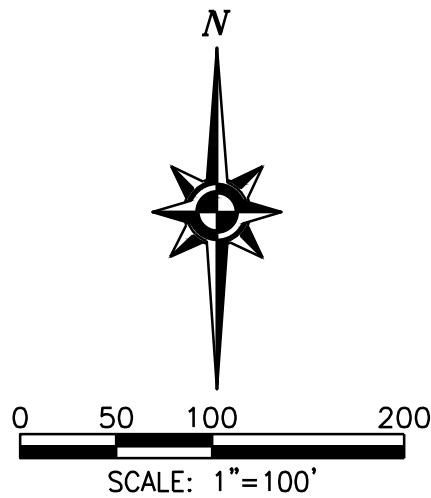
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017
SHEET 8 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



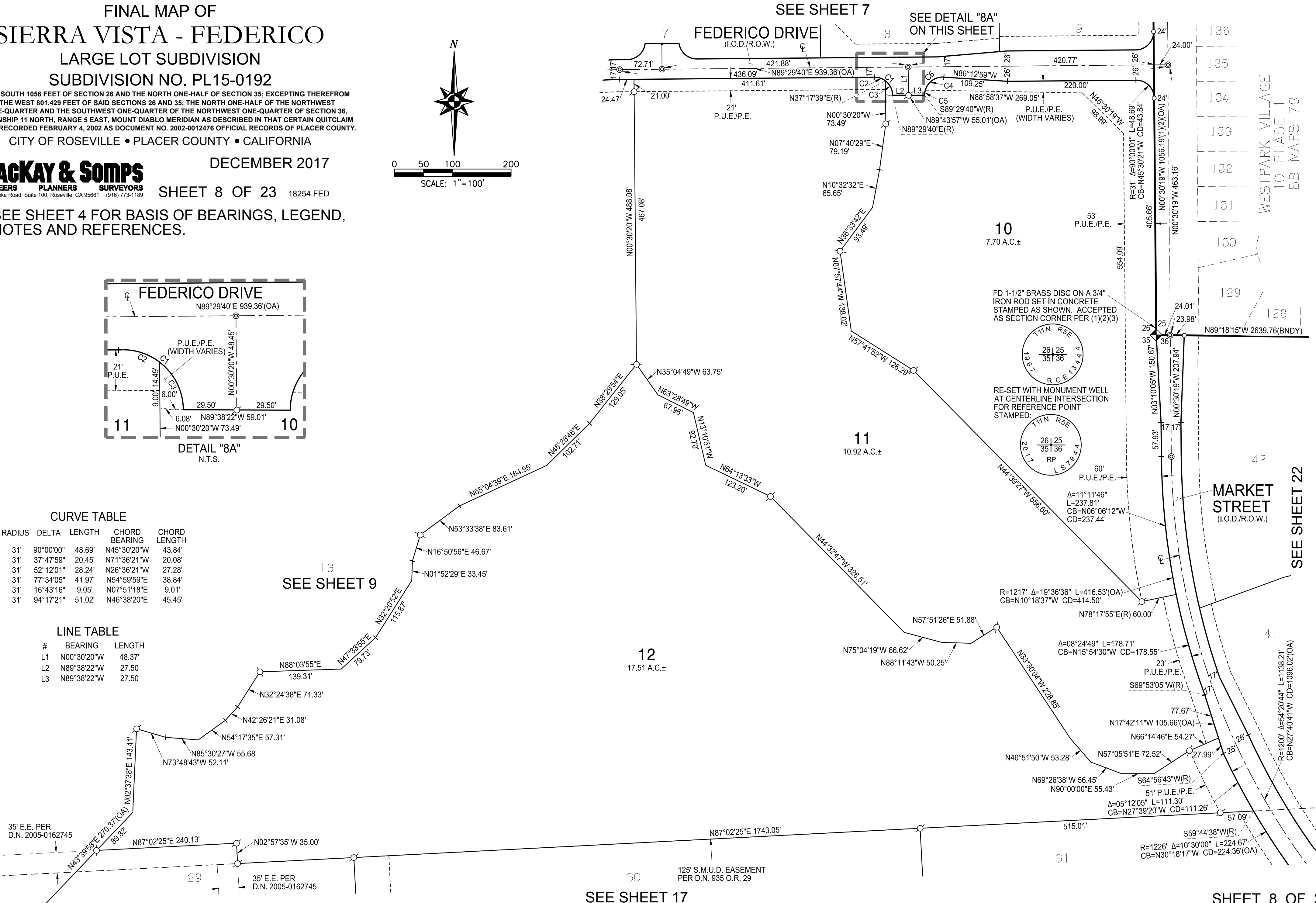
CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N45°30'20"W	43.84'
C2	31'	37°47'59"	20.45'	N71°36'21"W	20.08'
C3	31'	52°12'01"	28.24'	N26°36'21"W	27.28'
C4	31'	77°34'05"	41.97'	N54°59'59"E	38.84'
C5	31'	16°43'16"	9.05'	N07°51'18"E	9.01'
C6	31'	94°17'21"	51.02'	N46°38'20"E	45.45'

LINE TABLE

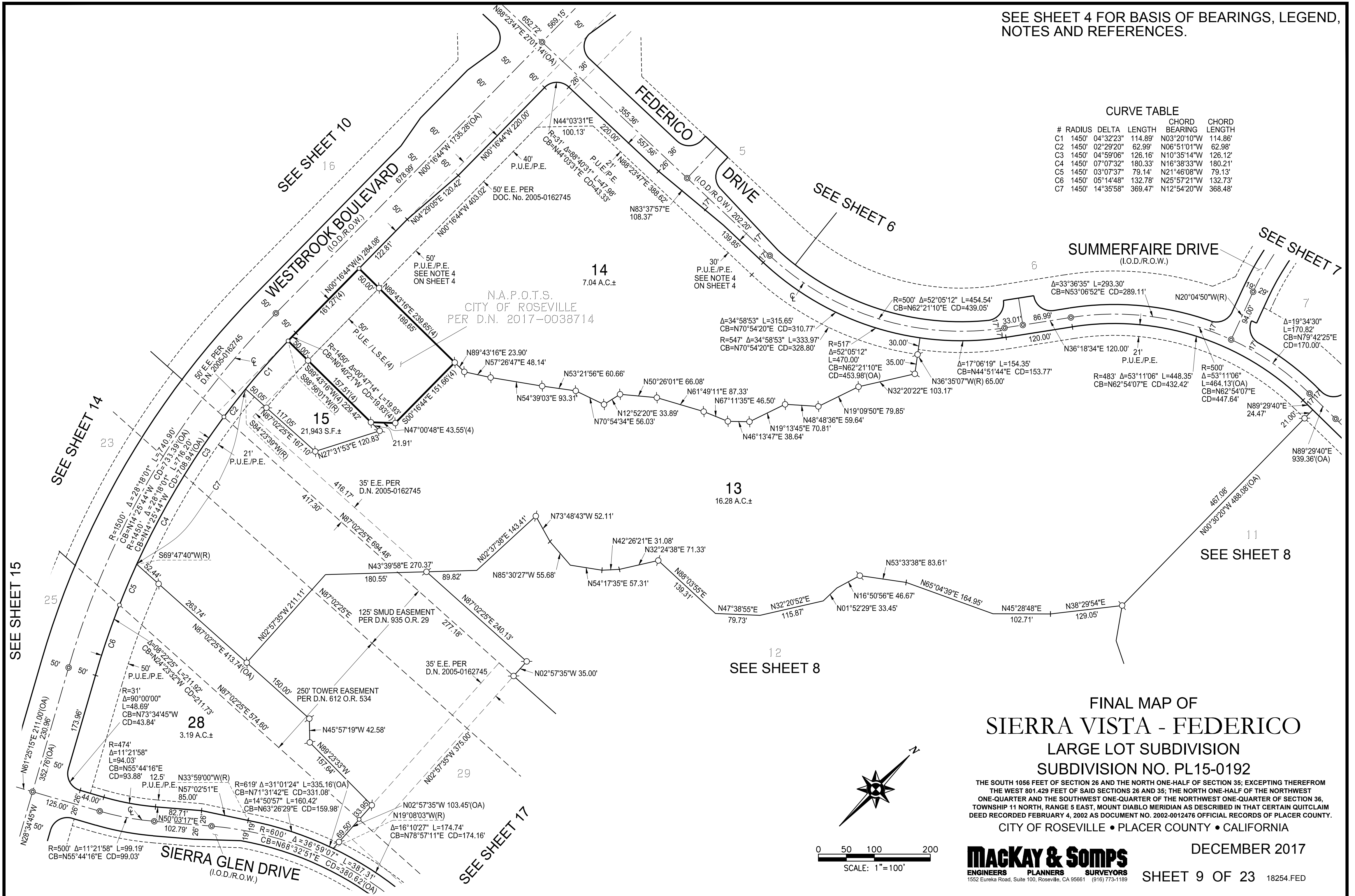
#	BEARING	LENGTH
L1	N00°30'20"W	48.37'
L2	N89°38'22"W	27.50'
L3	N89°38'22"W	27.50'

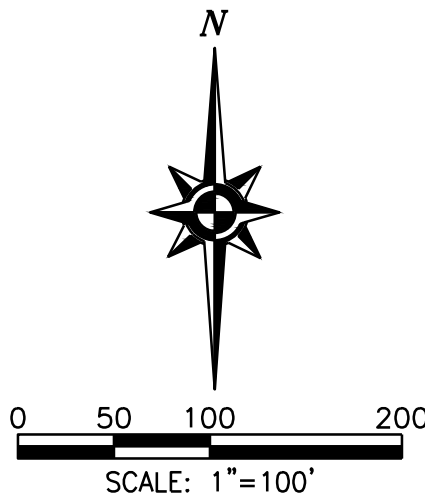
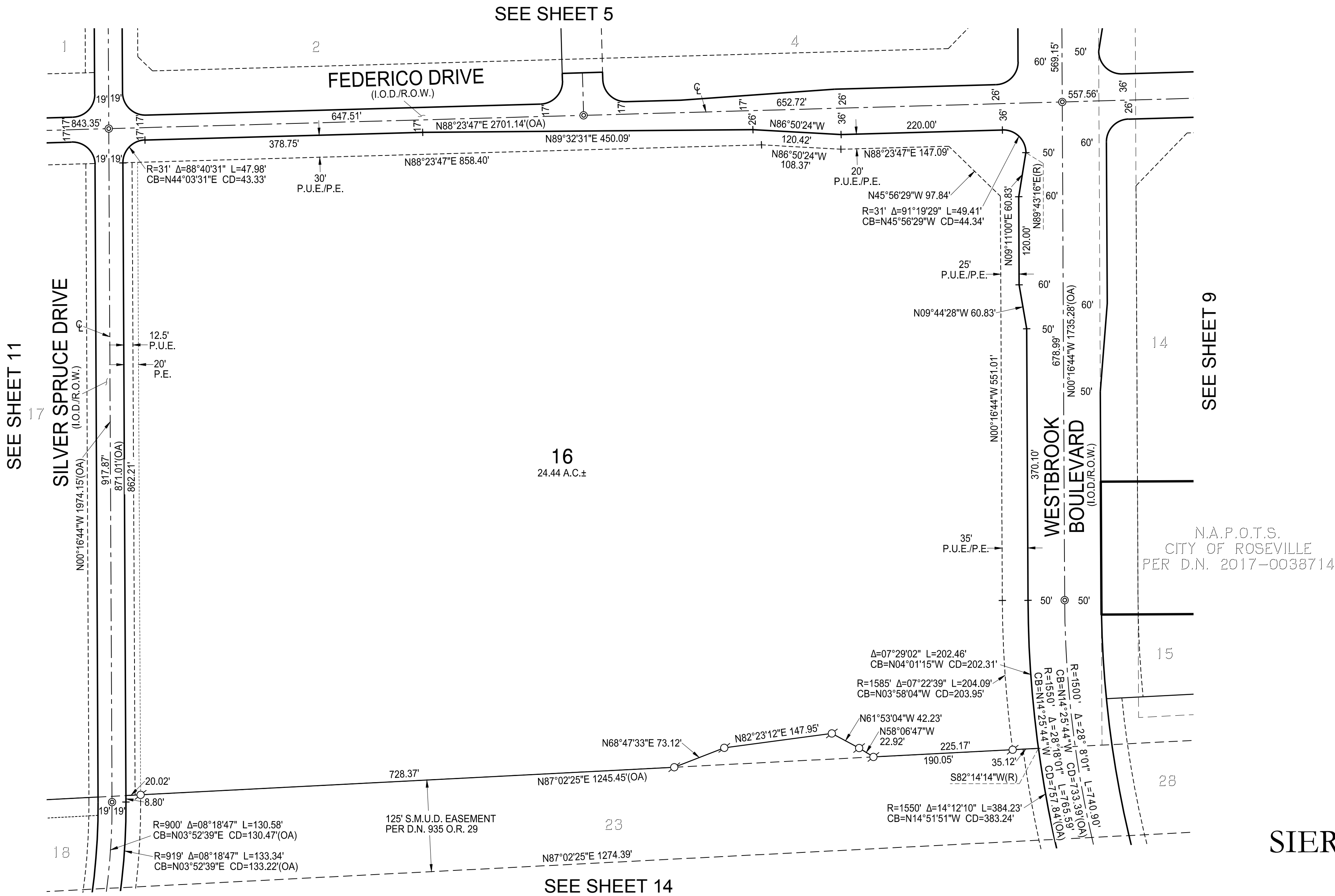
SEE SHEET 9



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N52°54'20"W	368.48'





FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

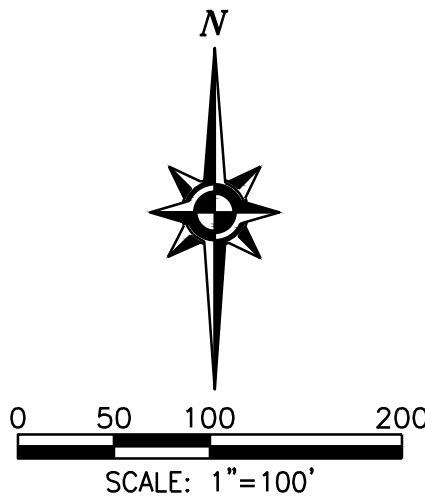
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Mackay & SompS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

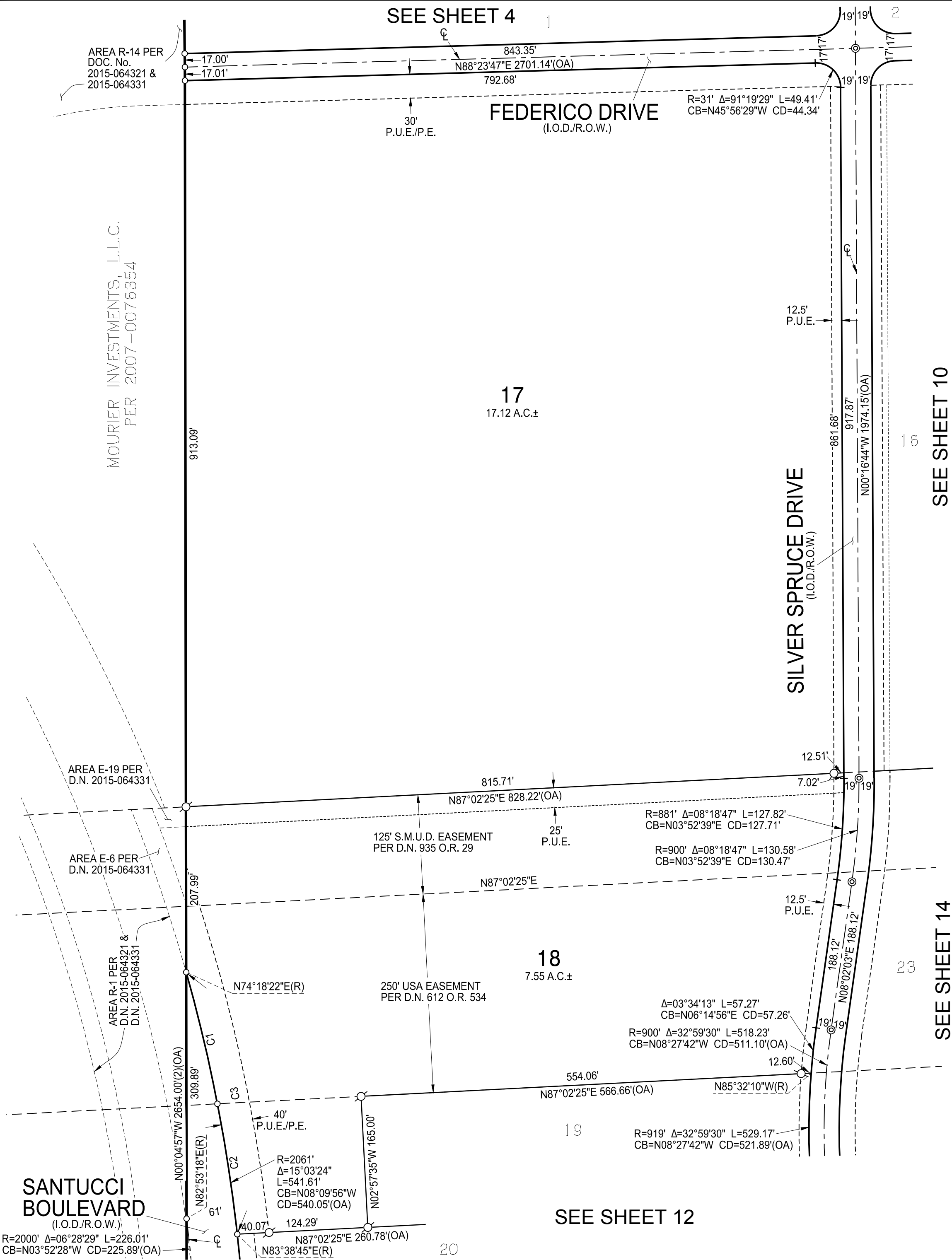
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

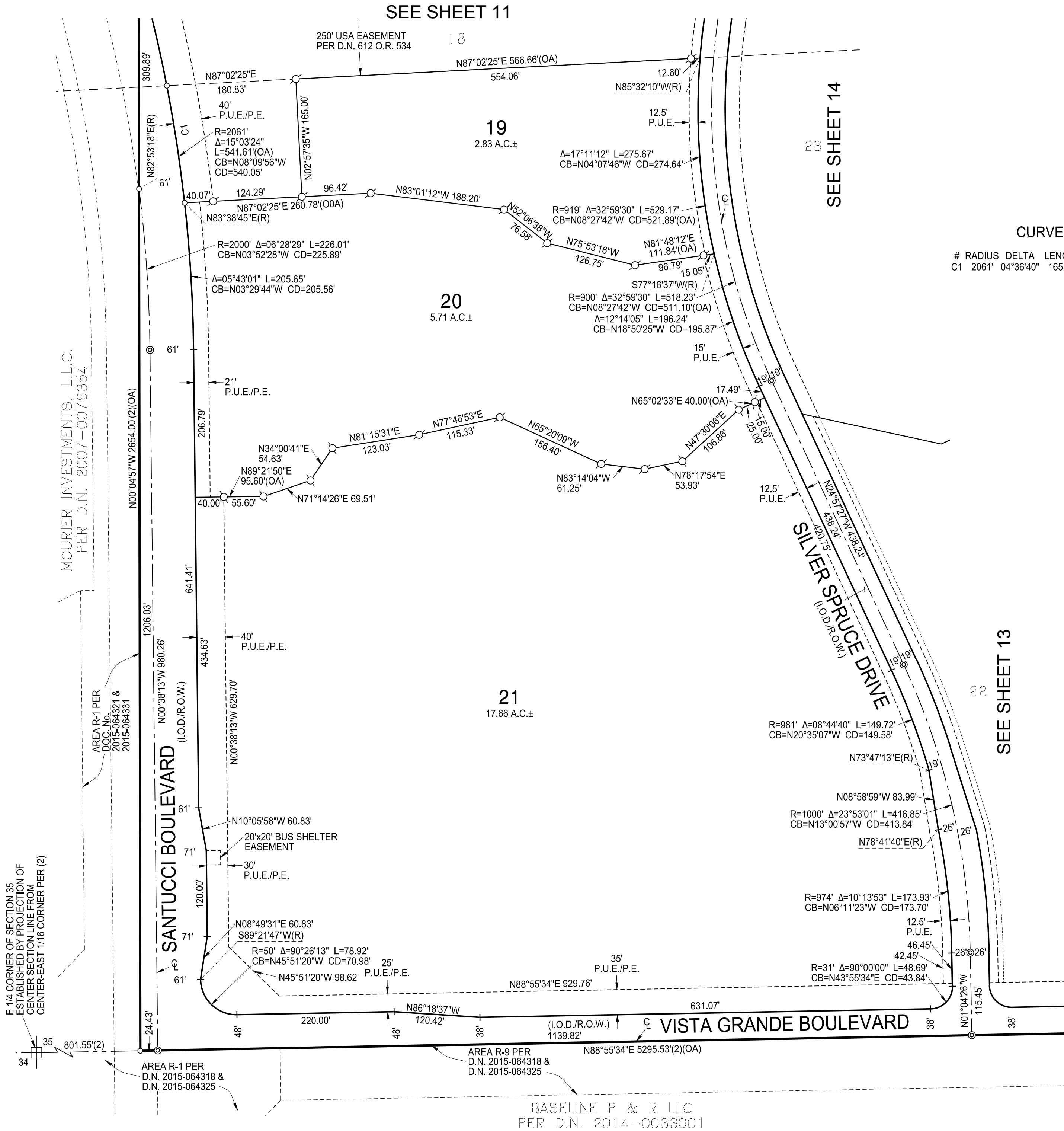
DECEMBER 2017

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 11 OF 23 18254.FED



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'

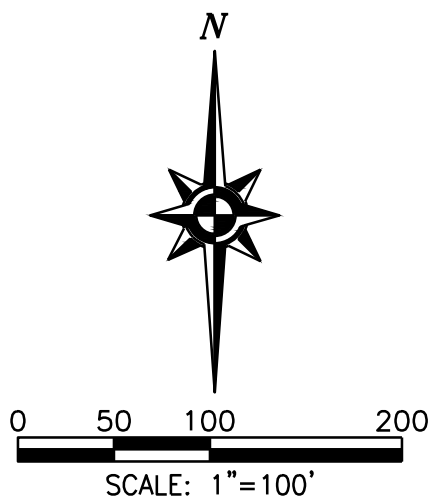
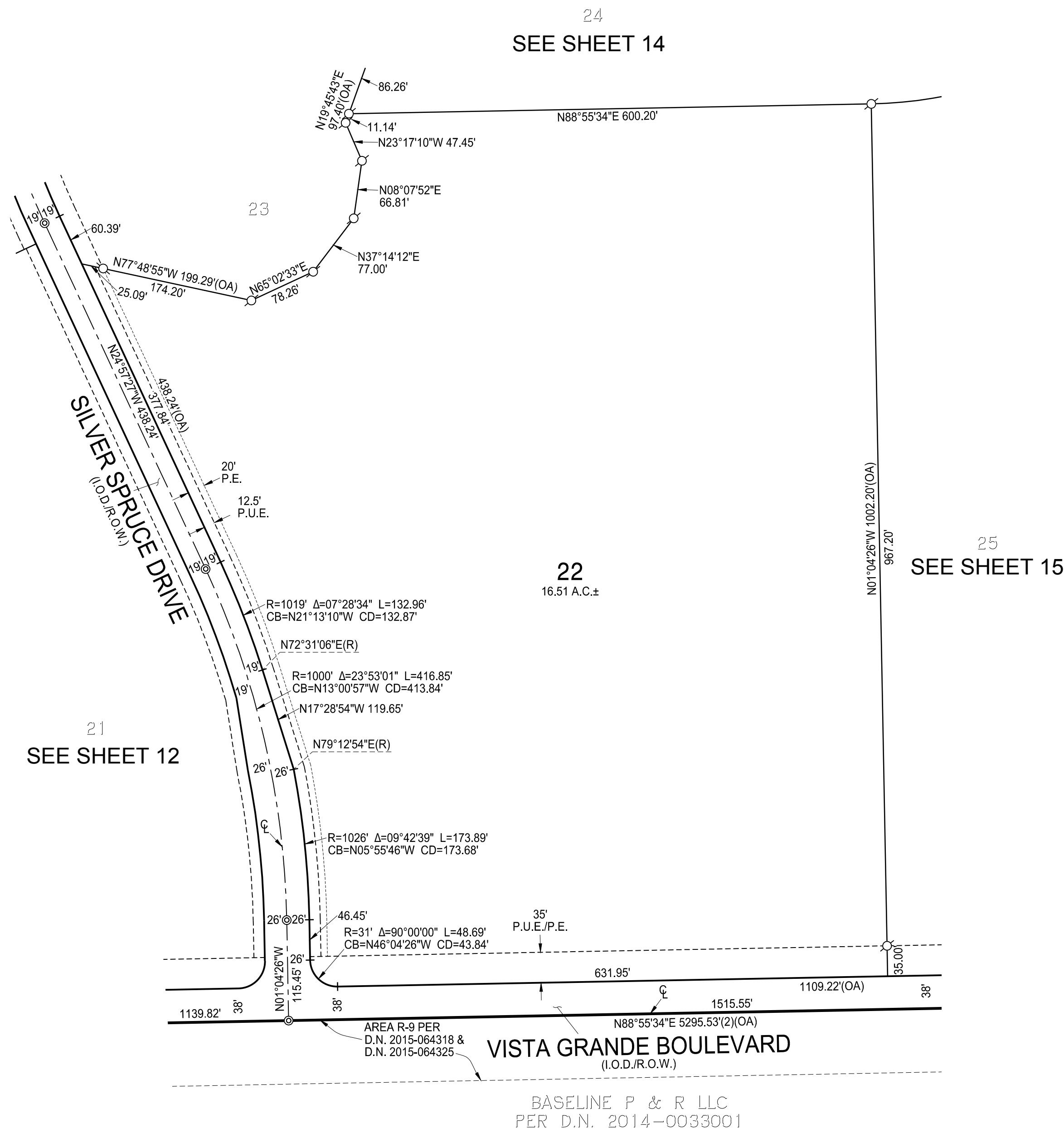
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & SompS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017

SHEET 12 OF 23 18254.FED



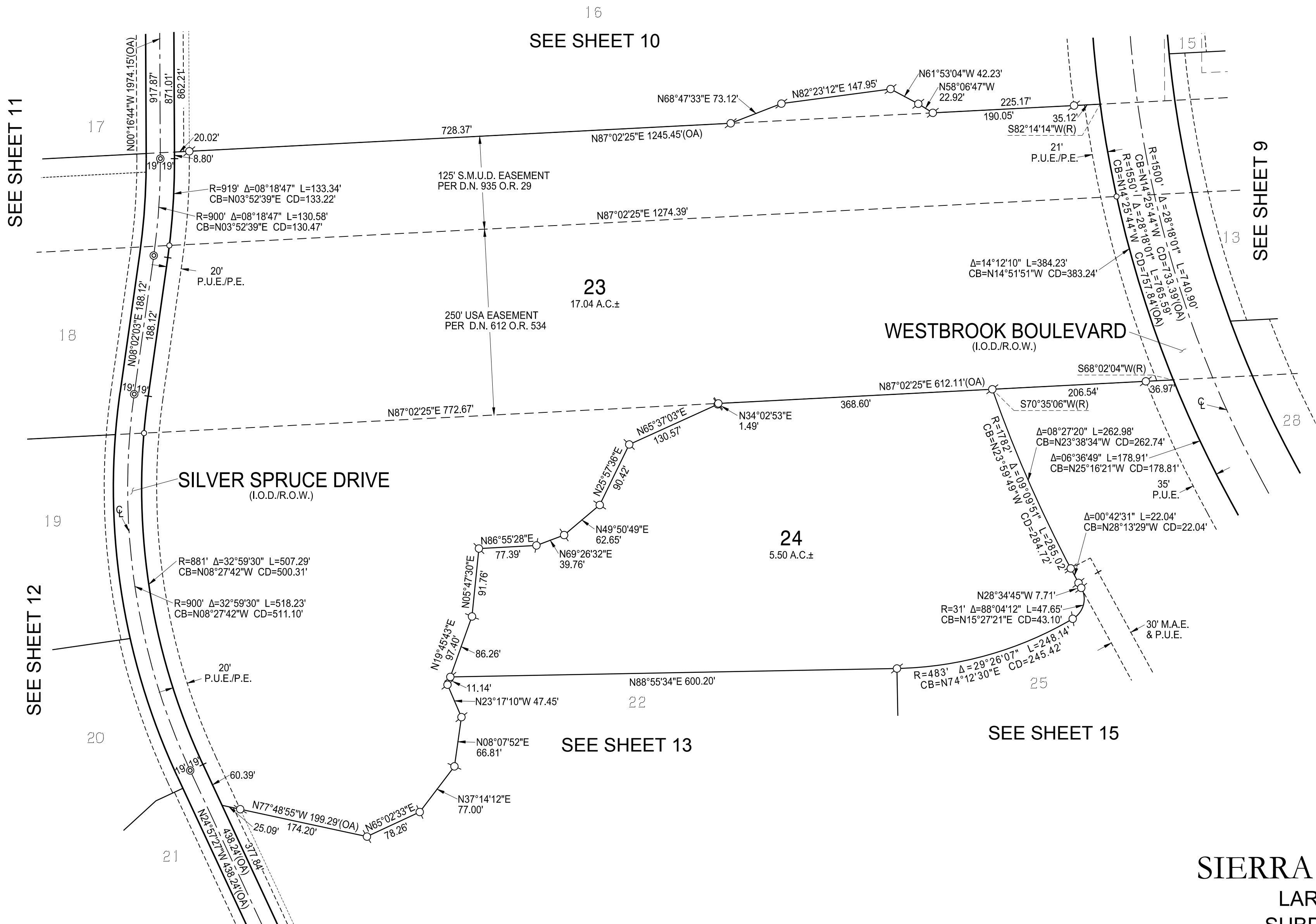
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

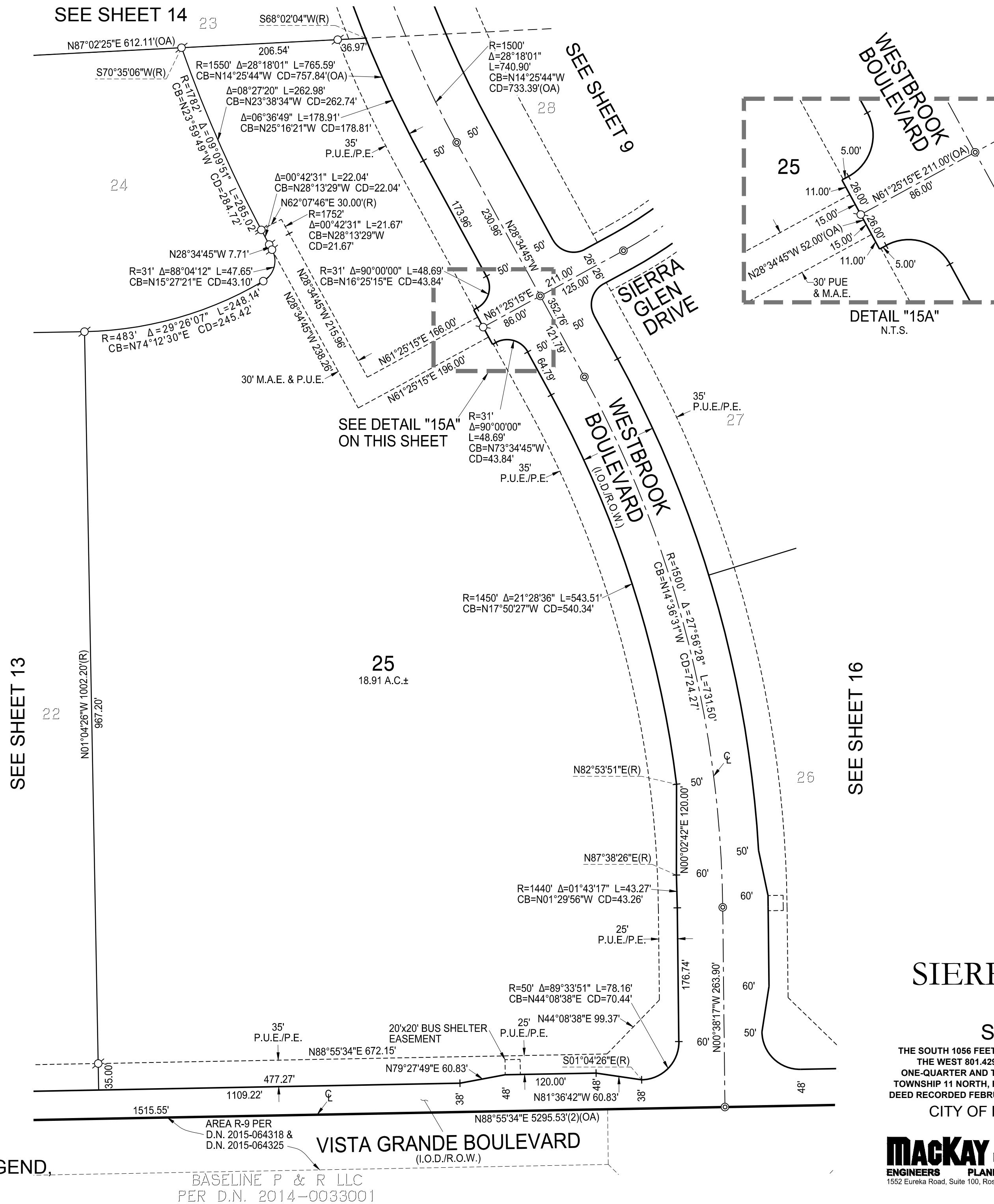
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 14 OF 23 18254.FED



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

BASELINE P & R LLC
PER D.N. 2014-0033001

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 0002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

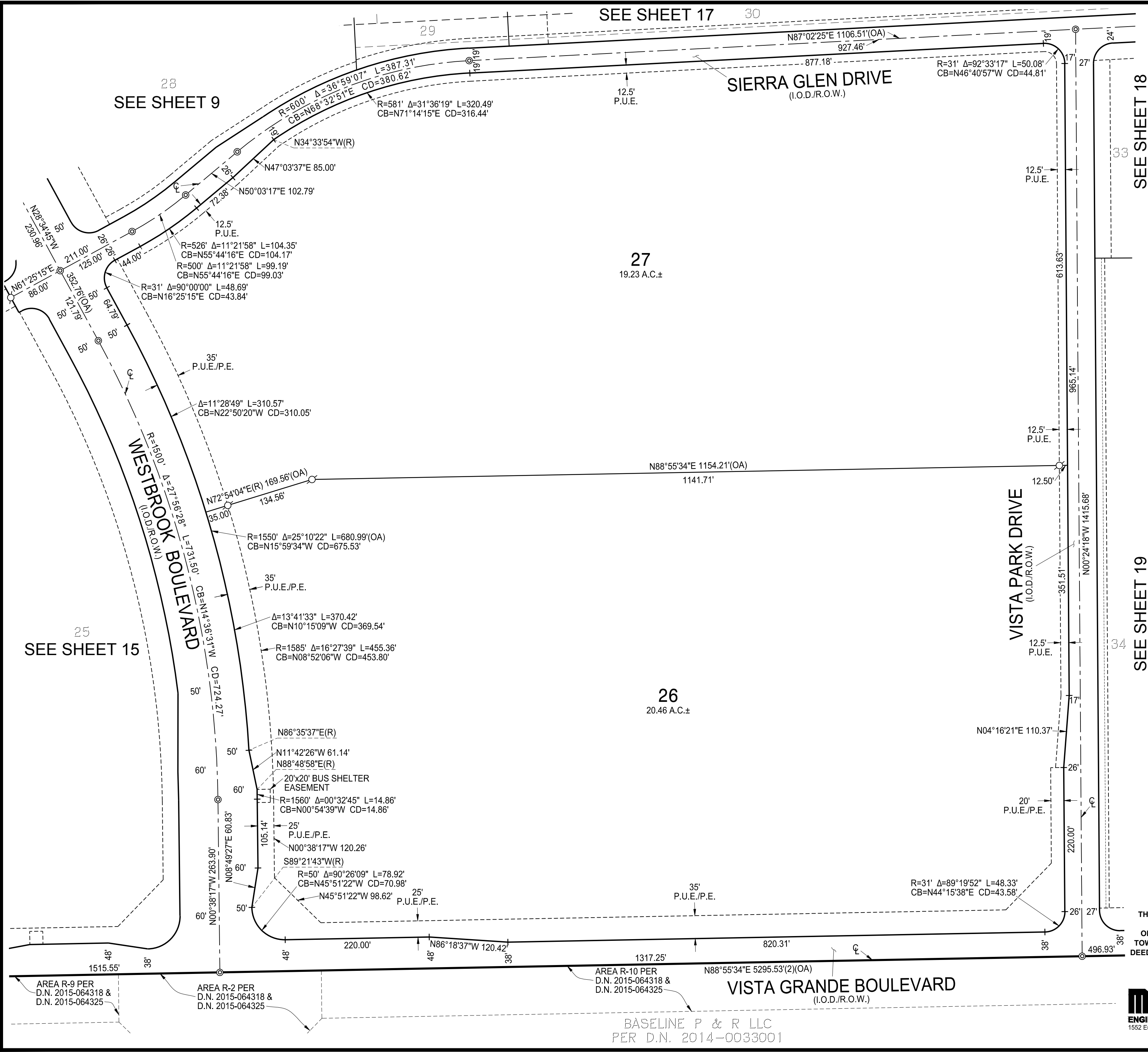
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017

SHEET 15 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

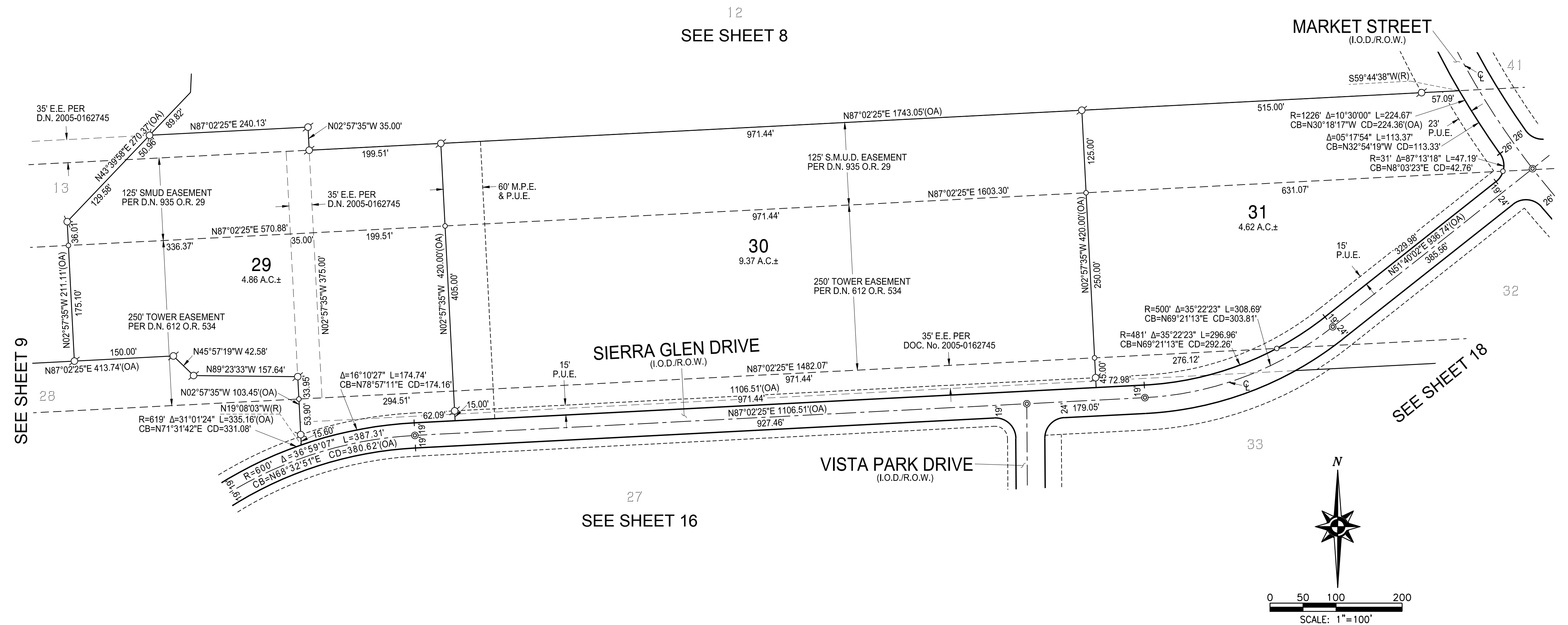
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

DECEMBER 2017

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 16 OF 23 18254.FED

BASELINE P & R LLC
PER D.N. 2014-0033001



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

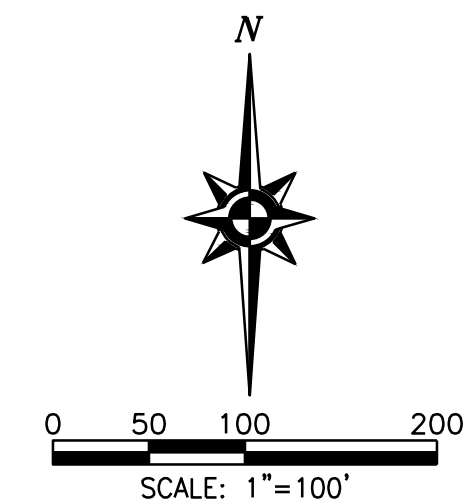
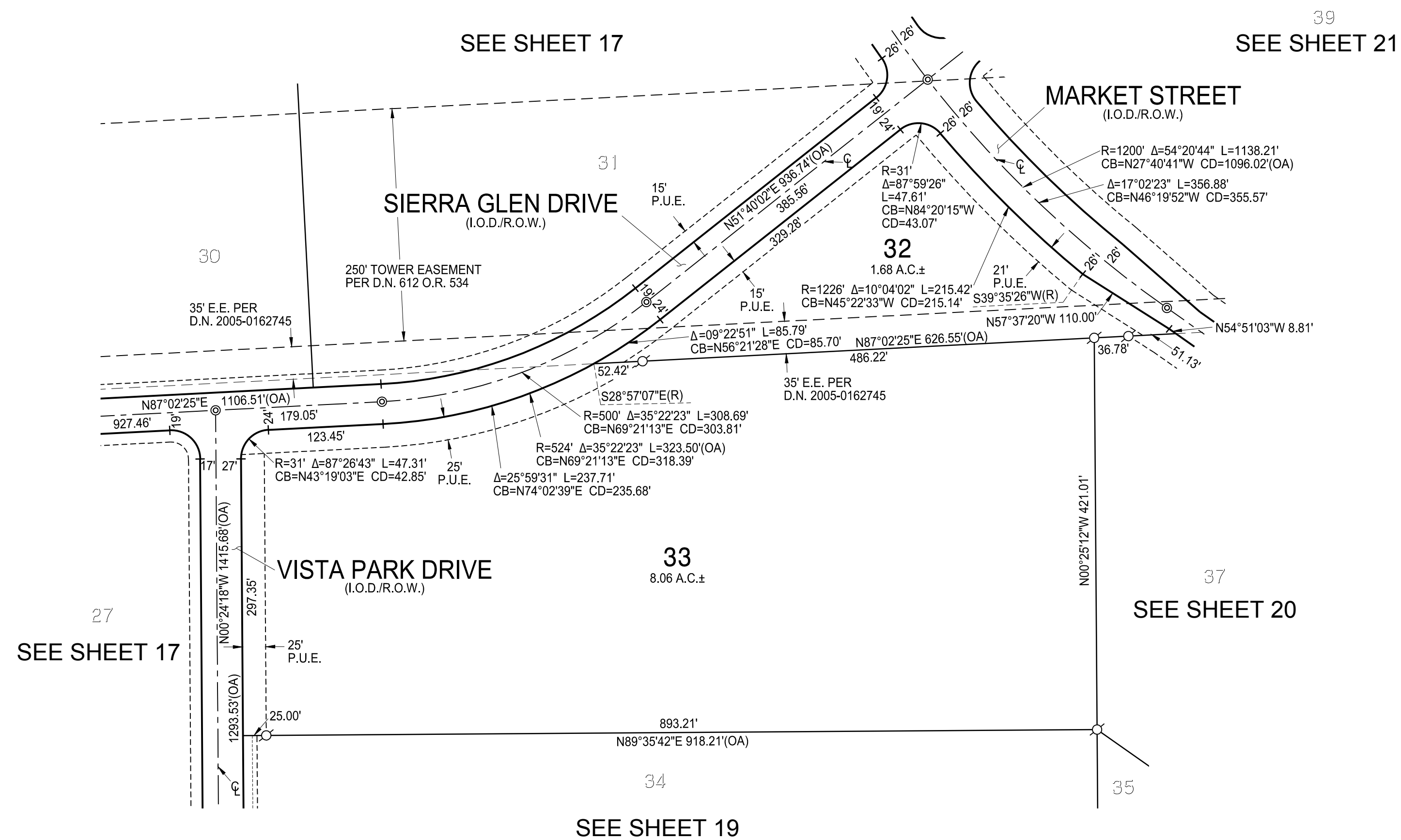
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY. CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017

SHEET 17 OF 23 18254.FED



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

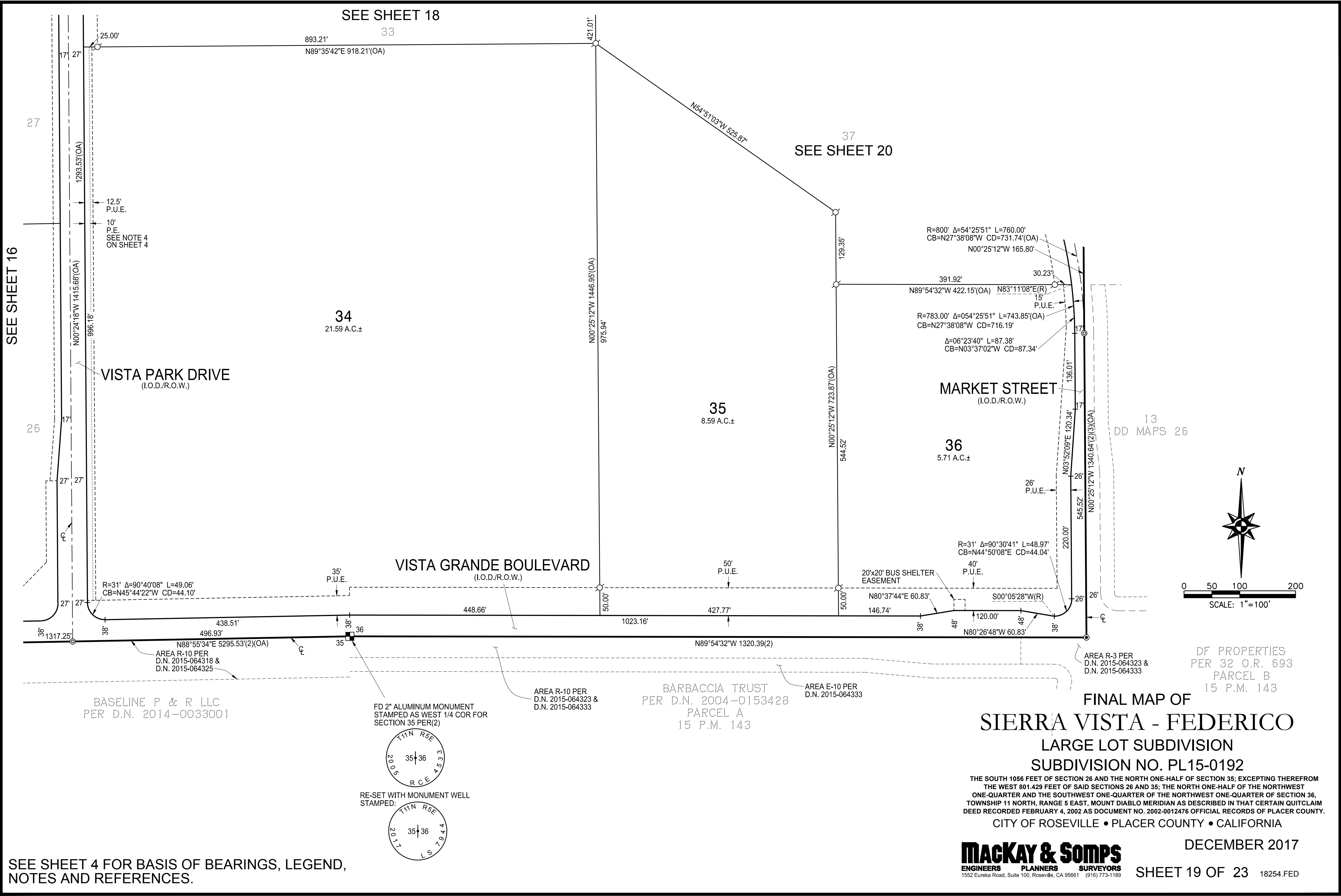
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

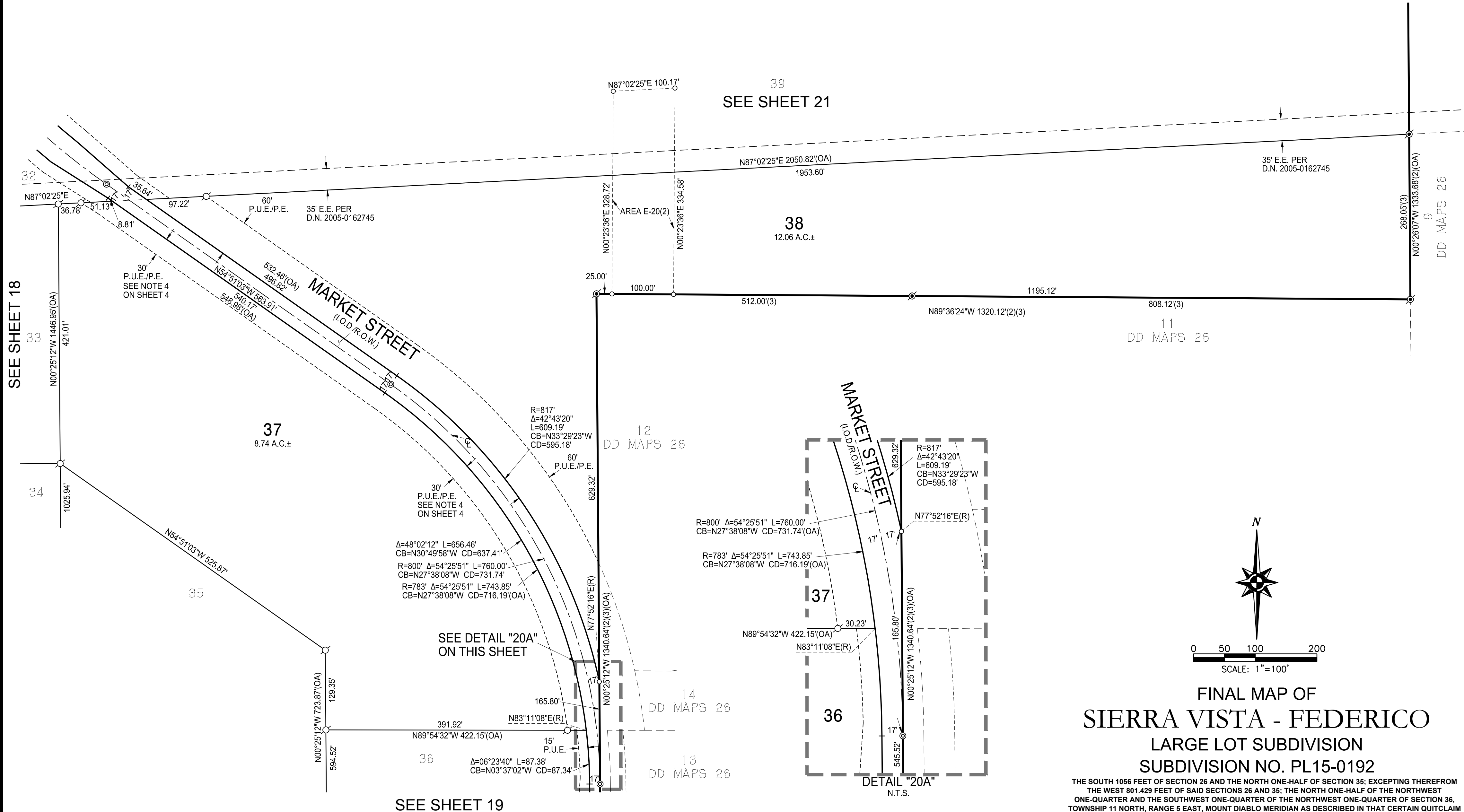
DECEMBER 2017

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 18 OF 23 18254.FED



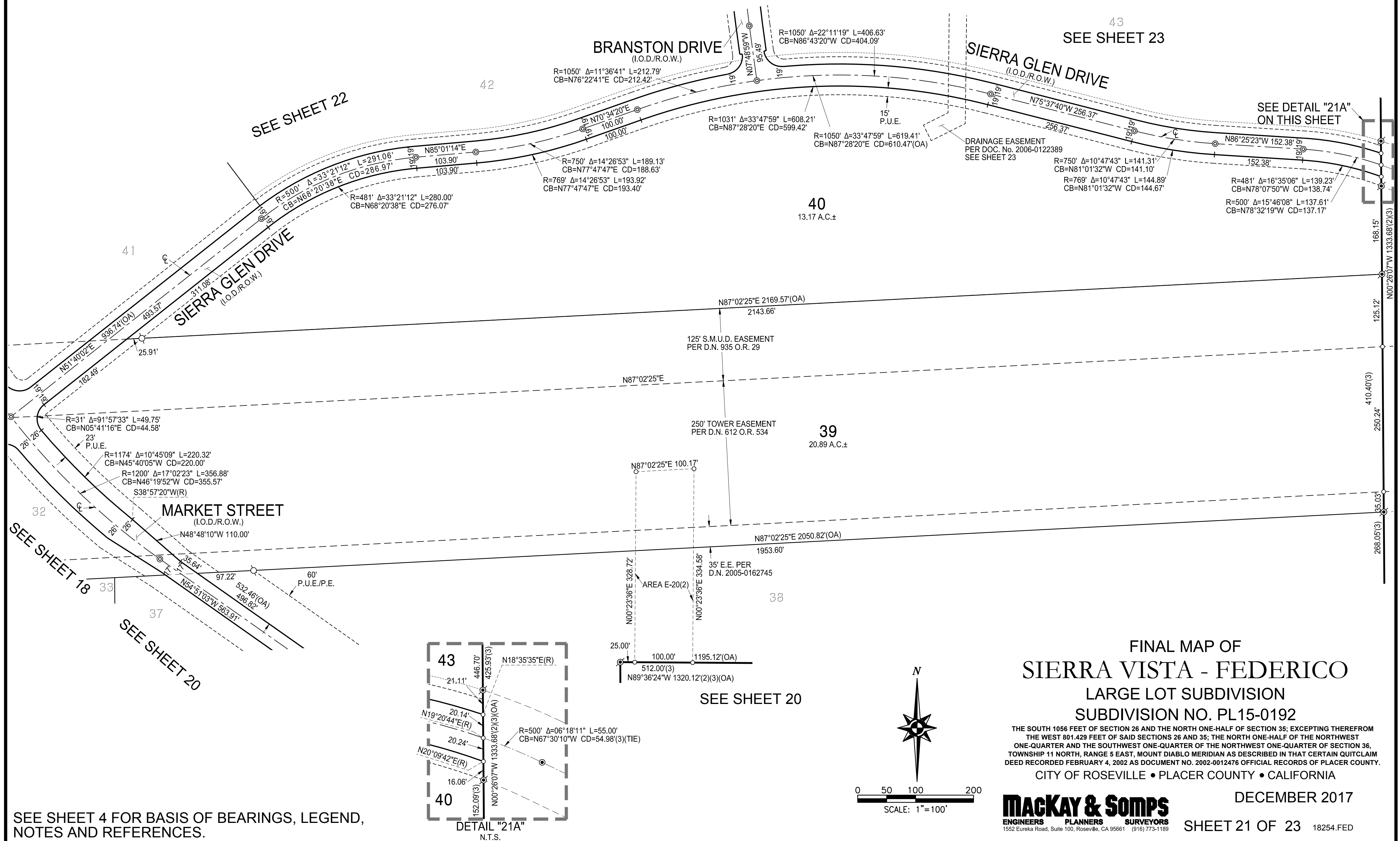


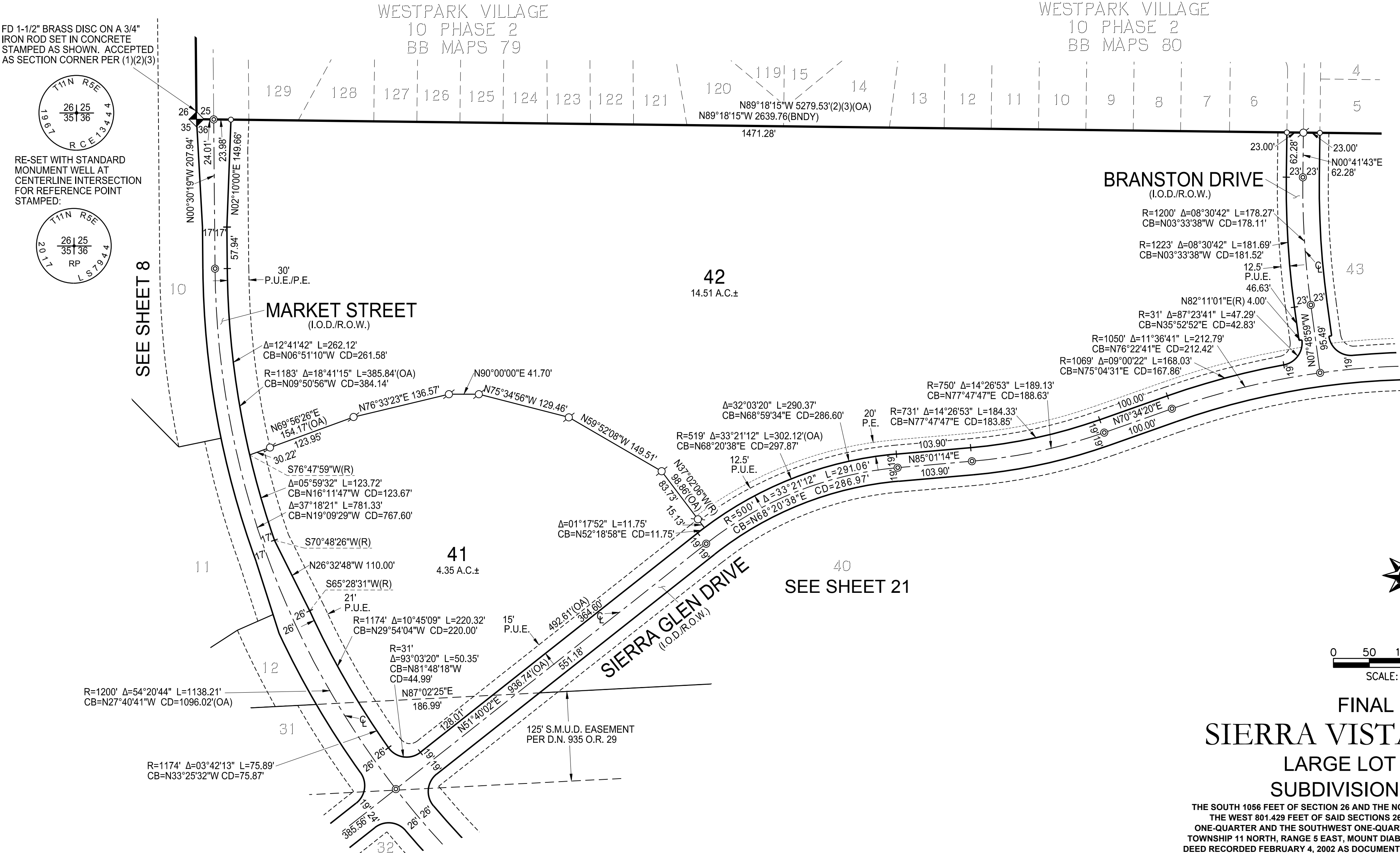
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017

SHEET 20 OF 23 18254.FED



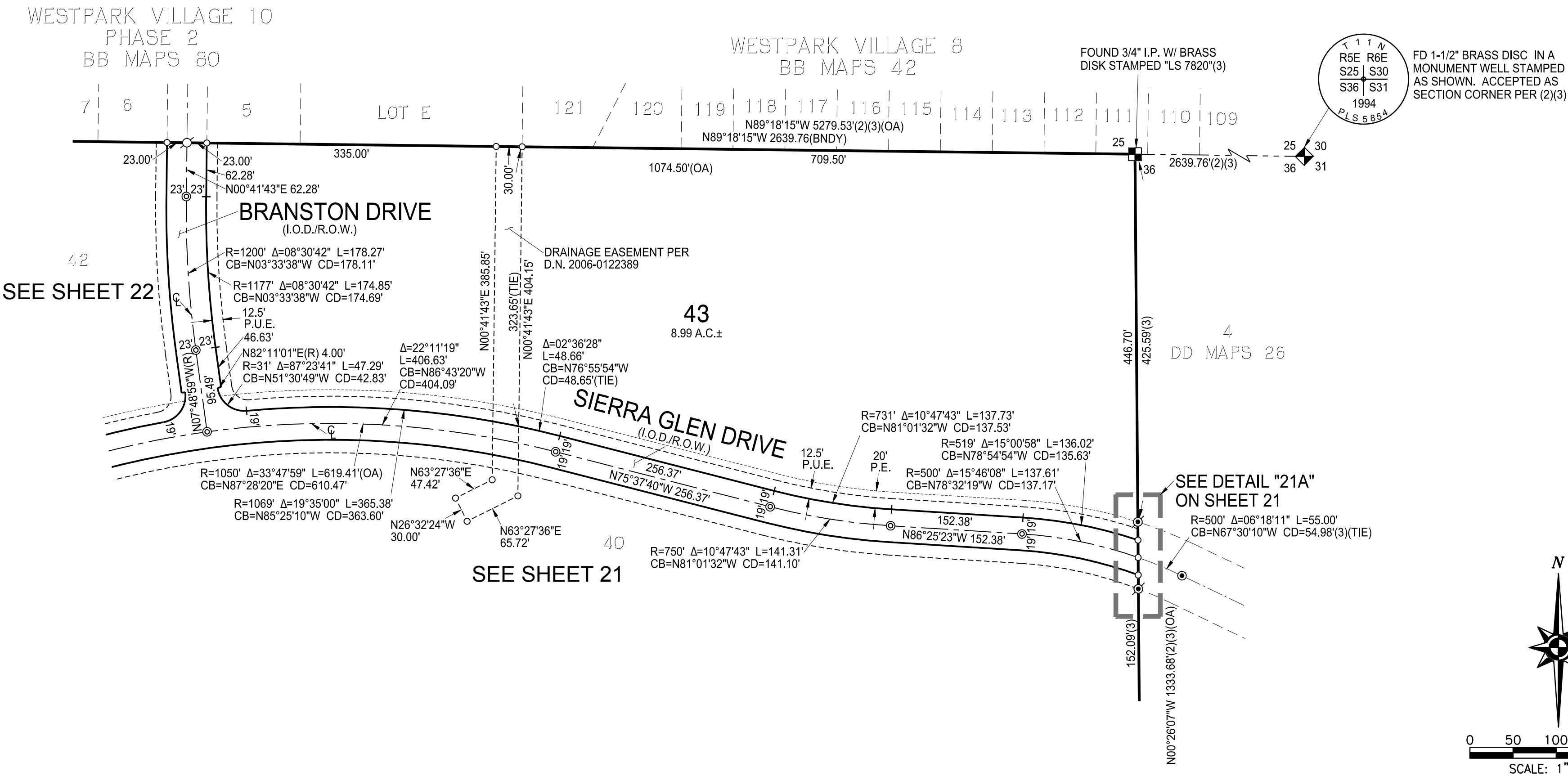


SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017

SHEET 22 OF 23 18254.FED



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM
THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST
ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36,
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM
DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DECEMBER 2017

SHEET 23 OF 23 18254.FED



COUNCIL COMMUNICATION

CC #: 8981
File #: 0102-06

Title: Proclamation - School Choice Week
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Proclaim January 21-27, 2018 as School Choice Week and urge residents of our community, to support all public and non-public K-12 education options for all children.

BACKGROUND

Not Applicable

FISCAL IMPACT

Not Applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

Respectfully Submitted,

Marissa Ramos, Deputy Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - School Choice Week

City of Roseville Proclamation

SCHOOL CHOICE WEEK

January 21 – 27 2018

WHEREAS, all children should have access to the highest-quality education possible; and

WHEREAS, the City of Roseville recognizes the important role that an effective education plays in preparing all students to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality in all communities across the nation; and

WHEREAS, Roseville is home to a multitude of excellent education options from which parents can choose for their children; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, Roseville has many high-quality teaching professionals who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim January 21-27, 2018 as **SCHOOL CHOICE WEEK** and urge residents of our community, to support all public and non-public K-12 education options for all children.

SIGNED AND APPROVED this 10th day of January, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8994
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Jamie Hazen
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Recommend Jamie Hazen be commended for her 19 years of outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not Applicable

FISCAL IMPACT

Not Applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

Respectfully Submitted,

Marissa Ramos, Deputy Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Jamie Hazen

City of Roseville RESOLUTION

of COMMENDATION AND APPRECIATION

WHEREAS, Jamie Hazen began her career with the City of Roseville Housing and Redevelopment Department in November 1998 as an Administrative Clerk, promoted to Administrative Secretary in November 1999, promoted to Administrative Assistant in July 2000, promoted to Parks and Recreation Specialist in the Parks and Recreation Department in April 2005, promoted to Community Relations Coordinator in the Communications and Government Relations Department in August 2010, promoted to Community Relations Analyst in August 2012, and reassigned to the Parks, Recreation & Libraries Department as a Community Relations Analyst in June 2015; and

WHEREAS, Jamie represented the City of Roseville as the liaison on the RCONA Board for 13 years where she fostered relationships with neighborhood groups and created the well-loved event, Santa in the Park; and

WHEREAS, Jamie was a valued member of the Special Events team that coordinated a variety of events and provided opportunities for the community to have exceptional entertainment experiences including Memorial Day and Veterans Day ceremonies, 4th of July celebrations, Christmas Tree Lighting and Tree Grove events, annual Splash events, Sylvia Besana Holiday Parade, Movie Night sing-alongs, Mayor's Cup and Celebrity Golf Tournaments, Turkey Trot Fun Run, Neighborhood Santa, Oktoberfest, National Night Out, and Family Night Out; and

WHEREAS, Jamie also served on the Training Team and Front Desk Supervisors group which allowed her to create fun and interactive trainings, and coach and support front desk staff to develop an exceptional work environment; and

WHEREAS, Jamie was deservedly awarded The Pride of Roseville Commendation for Excellence Award in the category of Outstanding Work Performance Team in 2008 for the Centennial Community and Rose Parade Float, and in 2010 for the work on the committee that opened the new Maidu Museum; and

WHEREAS, Jamie is now retiring after 19 years of service to the citizens of Roseville and she will be greatly missed by all of her friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that JAMIE HAZEN be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 10th day of January, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8980
File #: 0704-01

Title: Park Naming Approval
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the following names for the noted new parks.

- RG Phillips Park for F-52, a 6 acre neighborhood park adjacent to open space off of Old Coach near Angus in West Roseville
- Richard & Pauline Roccucci Park for W-51, a 4.7 acre neighborhood park adjacent to open space off of Symphony and Octave in West Roseville
- Nela Luken Park at the Village Center for the park site at the Village Center, a 3 acre site off of Pleasant Grove Blvd across from St. John's Church in West Roseville
- Pistachio Park for F-56, a 44 acre city-wide park site adjacent to the future West Roseville High School site. This site also contains the Historic Fiddymment House
- Denio Family Park for F-54, a 74 acre city-wide park site with designated Preserve area along the creeks, between Blue Oaks Blvd, Hayden Parkway and Fiddymment Road in West Roseville

BACKGROUND

Advertisement for names for the above parks occurred in August 2017. The advertisement period extended for six (6) weeks. The Subcommittee met on October 17, 2017 to review the name submissions along with names on the "active" list from last year. "Active" are those names received the year prior and not selected.

The policy allows for certain park amenities to be named after individuals as the Subcommittee, Parks & Recreation Commission and Council deem appropriate. The initial Subcommittee recommendation was to name the Village Center park, "Village Center" and the walkway system within this park, "Nela's Walk". This suggestion recognizes the innovative efforts by Senior Planner, Nela Luken, introducing a comprehensive paseo system for pedestrian and bicycle circulation that winds through the West Roseville specific plan. This paseo concept has been carried forward to Sierra Vista, Creekview and Amoruso Ranch specific plans.

Parks & Recreation Commission

During the Parks & Recreation Commission meeting, public testimony requested consideration to

name the Village Center Park, "Nela Luken Park at the Village Center". The Parks & Recreation Commission voted to forward this recommendation on to the Council for approval. The Commission also approved the Subcommittee recommendations as proposed for the other four parks as noted above.

According to the policy, a short list of names would be forwarded for recommendation to the City Council, upon review and approval by the Parks & Recreation Commission. This year, the Subcommittee elected to forward only one name recommendation for each new park. All of the names submitted, along with the names carried forward as "active" are included in the attachment.

Names submitted in this current round and not selected for recommendation will remain on the "active" list for one year.

FISCAL IMPACT

Park identification signs for new parks will be included in the construction budgets of each park.

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 naming of parks and/or park facilities does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-08

Park Name Submittals

Active Name List

RESOLUTION NO. 18-08

APPROVING PARK NAME RECOMMENDATIONS

WHEREAS, names were solicited in August 2017 for the naming of five noted new parks; and

WHEREAS, the Parks Naming Subcommittee met on October 17, 2017 to review the name submissions along with names on the “active” list from last year; and

WHEREAS, the Parks Naming Subcommittee recommended only one name recommendation for each new park, as follows:

- 1) RG Phillips Park for F-52, a 6 acre neighborhood park adjacent to open space off of Old Coach near Angus in West Roseville;
- 2) Richard & Pauline Roccucci Park for W-51, a 4.7 acre neighborhood park adjacent to open space off of Symphony and Octave in West Roseville;
- 3) Nela Luken Park at the Village Center for the park site at the Village Center, a 3 acre site off of Pleasant Grove Blvd across from St. John’s Church in West Roseville;
- 4) Pistachio Park for F-56, a 44 acre city-wide park site adjacent to the future West Roseville High School site. This site also contains the Historic Fiddymment House;
- 5) Denio Family Park for F-54, a 74 acre city-wide park site with designated Preserve area along the creeks, between Blue Oaks Blvd, Hayden Parkway and Fiddymment Road in West Roseville.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the names recommended by the Parks Naming Subcommittee are 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:

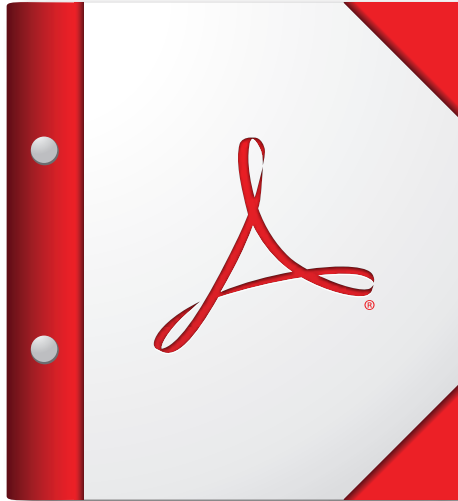
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!



Parks, Recreation & Libraries
311 Vernon Street, Suite 400
Roseville, CA 95678

September 2017

Active Name List (From January 2017)

Alan Pineschi
Richard and Pauline Roccucci
Sharon Telles
Stu Herreid
James Denio
Joseph Sorenson
Kenneth Lonnergan



COUNCIL COMMUNICATION

CC #: 8995
File #: 0800-06

Title: Roadway System Capital Improvements Project Sensitivity Analysis
Contact: Chris Kraft 916-774-5373 ckraft@roseville.ca.us
Scott Gandler 916-774-5439 sgandler@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council review the findings of the attached roadway sensitivity analysis, adopt the Roadway System Capital Improvement Program (CIP) Five-year Sensitivity Analysis as described in the November 6, 2017 DKS Memorandum, prioritize the construction of CIP improvements as identified, and direct staff to come back to Council with a budget adjustment to construct an emergency access road on Phillip Road.

BACKGROUND

In 1989, the City established a Roadway Capital Improvement Program (CIP) and associated Traffic Mitigation Fee (TMF) to address traffic impacts resulting from land development within the City. To date, the CIP has received \$273 million in TMF's and other funding enabling the construction of \$257 million in CIP improvements. CIP projects have typically been identified based on an annual review of congestion points within the roadway system and available funding.

Other development-based needs required to serve new growth are also taken into account and utilize TMF funding.

In conjunction with the ongoing work being completed for the 2035 CIP update, staff worked with the consultant firm of DKS Associates to introduce a five-year sensitivity analysis. The purpose of this analysis is to determine where to spend the limited TMF revenues to get the best overall return on investment to the roadway system. The conclusions of this evaluation allows the Council to make informed decisions regarding which projects the City should invest in.

The Sensitivity Analysis incorporates several key steps and assumptions. These are provided as follows;

- An evaluation of the current traffic patterns and identification of impacted areas.
- Identification of probable commercial development projects and an assumed absorption of residential development for a 5-year horizon.
- A re-run of the traffic model to include the increased 5-year growth assumptions compared to current traffic patterns.

- The incorporation of individual CIP projects not yet constructed into the updated 5-year model to assess the overall traffic benefits of each project (Exhibit A).
- CIP Budget and anticipated revenues for a 5-year horizon based on the assumed growth and previous commitments to the CIP, which estimates a balance of \$18.5m at the end of 5-years (Exhibit B).
- A ranking of the projects based on their positive impacts and cost to construct.

The results of the analysis identified several key projects that would provide the highest overall benefit to the roadway network as measured in a system wide reduction of vehicle hours of delay during the PM peak hour (Exhibit C). Based on the analysis performed the top 3 roadway improvements that provide the greatest benefit are;

- 1 – Blue Oaks Blvd. Bridge widening over Industrial Ave and the RR Tracks - \$17.4m
- 2 – Roseville Parkway Extension, between Washington and Foothills, over the RR Tracks
\$34m
- 3 – Taylor Road Extension, between Roseville Pkwy and Rocklin City Limits - \$17.4m

and, the Top 3 signalized intersection improvements that provide the greatest benefit (Exhibit D) are;

- 1 – Foothills Blvd. / Pleasant Grove Blvd.
- 2 – Galleria Blvd. / Roseville Pkwy
- 3 – Sunrise Av. / Cirby Way

During the most recent City Council Goals Workshop, Council took testimony from concerned citizens who suggested that the extension of Blue Oaks Blvd, from Hayden Parkway to Westbrook Blvd. be elevated to a priority CIP project. The focus of concern was the poor emergency response times presently available on improved City streets to provide services to the Westpark Phase 4 neighborhoods from Fire Station 9. In response, staff evaluated the construction responsibilities and costs of the Blue Oaks Blvd extension. As the majority of the Blue Oaks Blvd extension is a construction obligation of the West Plan and Creekview Specific Plans there is no nexus nor funding available within the CIP for the City to construct the developer obligations.

Development Services staff has worked with Fire Department staff to evaluate alternative solutions that would provide improved emergency access to the Westpark Phase 4 neighborhoods. The solution that staff recommends is to provide a temporary emergency vehicle access (EVA) connection from existing Phillip Road to Westbrook Blvd. The cost of the improvement are estimated at \$30k and could be paid for with funds from the City's strategic fund balance. With the installation of the EVA the response time from Fire Station 9 is well within the standard response time. (See Figure 1)

Based on the results of the DKS sensitivity analysis, staff recommends that the Council prioritizes the widening of the Blue Oaks Boulevard Bridge over Industrial Ave, and buildout modifications to the following intersections - Foothills Blvd. / Pleasant Grove Blvd., Galleria Blvd / Roseville Pkwy, Sunrise Av. / Cirby Way, Douglas Blvd / Roseville Pkwy., and Vernon St. / Cirby Way as the most cost effective use of TMF for the next 5-year CIP. To ensure that future funding is maximizing the benefit to the City's circulation system it is recommended that this study be updated every 4 – 5 years to account for changing conditions. Staff further recommends that the Council direct staff to bring forward a budget adjustment for the construction of a temporary EVA connecting Phillip Road to Westbrook Blvd. This EVA will provide the necessary improvements to meet the City's stated emergency response times to the Westpark Phase 4 development neighborhoods.

FISCAL IMPACT

Approval of the proposed five-year sensitivity analysis will have no fiscal impact on the city's general fund. It is funded entirely by new development through payment of traffic mitigation fees. When implemented, this analysis provides the highest level of return on investment, in the form of increase benefit to the City's circulation network. As identified in this analysis, there is a projected \$18.5m in TMF funds that will be available to construct the improvements listed. Funding is based on a projected level of development, and will be continually monitored.

Improving an EVA that provides for better emergency response times will be addressed as part of a future action. As currently proposed the improvement can be funded through strategic improvement funds or other City funding mechanisms.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be directly provided by this action.

ENVIRONMENTAL REVIEW

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

A separate environmental determination will be made for the Philips Road EVA improvement when the budget adjustment is forwarded to Council as a separate action.

Respectfully Submitted,

Chris Kraft, Engineering Manager

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Exhibit A - Roadway Projects and Associated Costs

Exhibit B - TMF/CIP cash flow projections through 2022

Exhibit C - Ranking of CIP Roadway Projects

Exhibit D - Ranking of CIP Intersection Improvements

Exhibit E - DKS Technical Memo

Figure 1 - Philip Road EVA

Exhibit A

Roadway Projects and Associated Costs

The following nine CIP Roadway projects and associated costs were analyzed to test their overall benefit to the City's Transportation Systems 5-year growth projection.

Roadway Project	Description	Estimated Project Cost
Roseville Parkway Extension	4 lane extension: Washington to Foothills	\$33.7 million
Andora Project	Washington Blvd. Undercrossing	\$30.0 million
<i>City Anticipated Five-Year Fee Revenue</i>		<i>\$19.0 million</i>
Blue Oaks Blvd. Bridge Widening	Widen bridge over Industrial and UPRR to 8 lanes	\$17.4 million
Roseville Parkway Widening 1	Widen w/b to 4 lanes: Gibson to Creekside Ridge	\$11.2 million
Taylor Road Widening	Widen to 4 lanes: Roseville Pkwy to Rocklin	\$9.0 million
Atkinson Road Jug Handle	New "jug handle" connection to Foothills Blvd.	\$8.0 million
Roseville Road Widening	Widen to 4 lanes: Cirby Way to south City limits	\$5.0 million
Pleasant Grove Blvd. Widening	Widen to 6 lanes: Foothills to Woodcreek Oaks	\$4.2 million
Roseville Parkway Widening 2	Widen to 4 lanes: Pleasant Grove to Washington	\$2.0 million

Two of the projects, the Roseville Parkway extension from Washington Boulevard to Foothills Boulevard and the Andora Undercrossing significantly exceed the projected five-year revenue and could not be constructed within five years unless other funding is identified. The remaining 7 projects can be constructed based on the projected revenue.

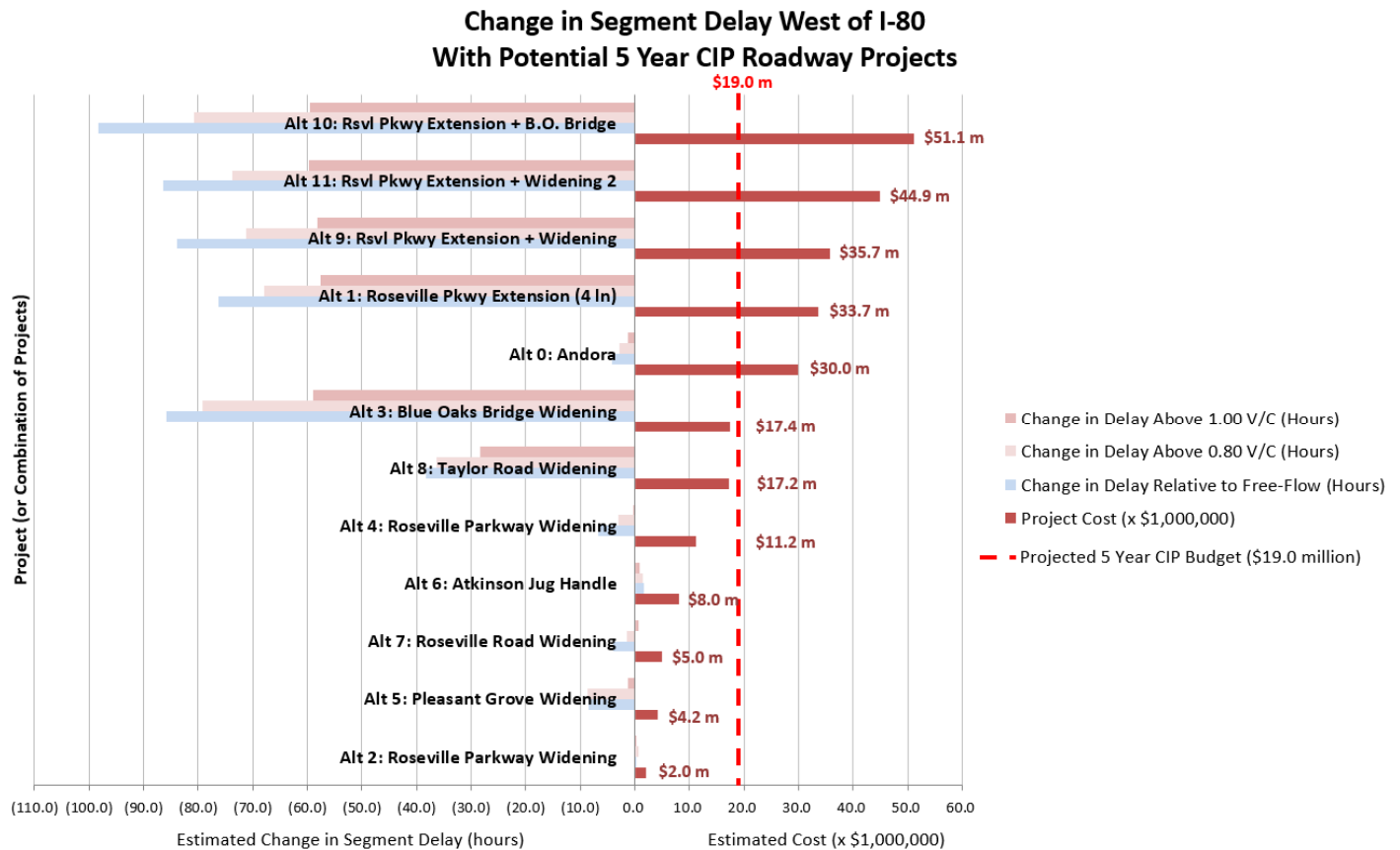
Exhibit B

TMF/CIP cash flow projections Through 2022

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Revenue</u>						
ExistingTMF Account Balance	\$13,446,224					
TMF Income		\$6,397,341	\$6,397,341	\$6,397,341	\$6,397,341	\$6,397,341
SPARTA Reimbursement		\$1,000,000	\$465,000			
Total Annual Revenue	\$13,446,224	\$7,397,341	\$6,862,341	\$6,397,341	\$6,397,341	\$6,397,341
<u>Expences</u>						
CIP Projects						
Woodcreek Oaks Widening		\$5,000,000	\$2,850,000			
Washington S Bound Lanes		\$1,400,000				
New Signal Infrastructure		\$670,000	\$500,000	\$500,000	\$500,000	\$500,000
Galleria N/B Ramps Project (Loan)			\$2,800,000			
Andora Design Work, Environmental, EIR		\$1,416,667	\$1,416,667	\$1,416,667		
Developer Reimbursements						
BO Commerce Signals		\$750,000				
Sunrise/Douglas		\$750,000				
Foothill Signal (Project 1)		\$350,000				
Woodcreek Lndsp		\$200,000				
Pleasant Grove Lndsp (Westbrook)		\$150,000				
Signal at Vellejo (Fairgrounds)			\$350,000			
Vista Grande			\$500,000			
Blue Oaks Bridge over Coyote Creek			\$5,100,000			
MISCELANEOUS				\$500,000	\$500,000	\$500,000
Total Annual Expences		\$10,686,667	\$13,516,667	\$2,416,667	\$1,000,000	\$1,000,000
<u>ANNUAL BALANCE</u>						
	\$13,446,224	\$10,156,898	\$3,502,572	\$7,483,247	\$12,880,588	\$18,277,930

Exhibit C

Ranking of CIP Roadway Projects

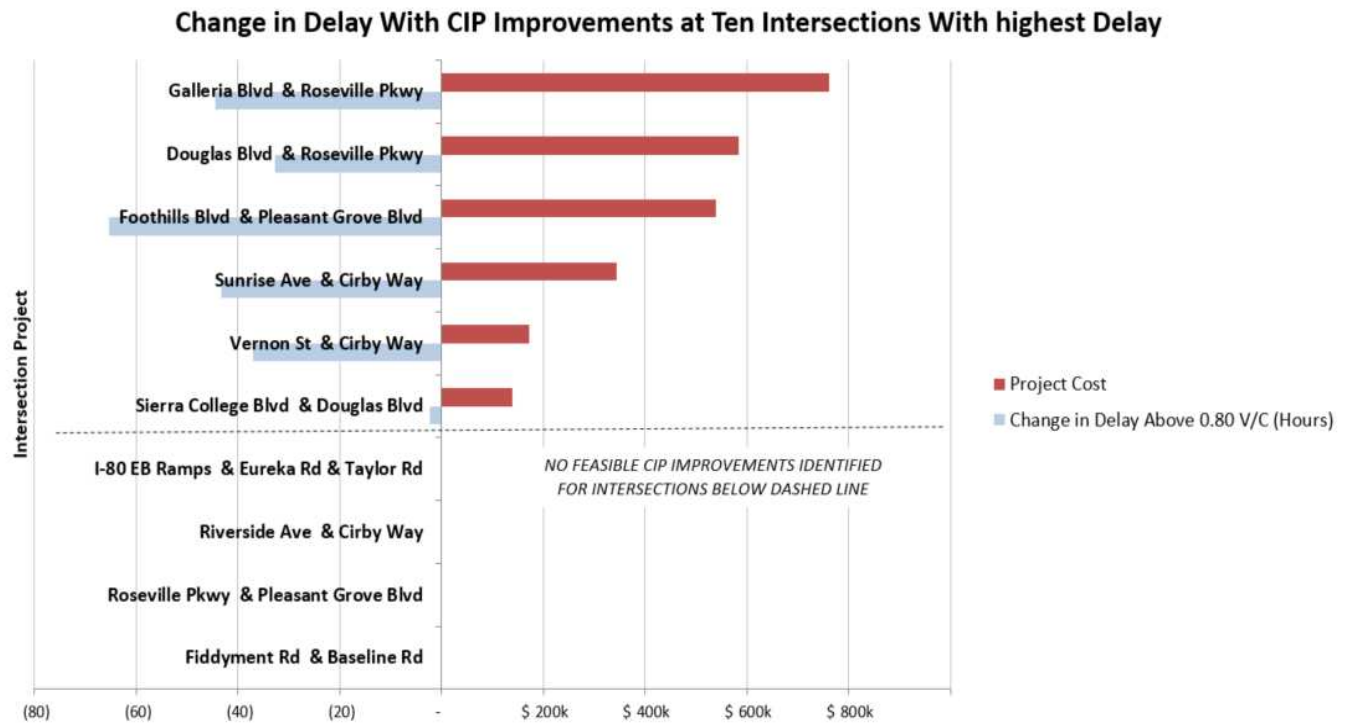


Change in Peak Hour Network Delay (West of I-80)

Roadway Project	Est Cost (\$million)	Change in Network Peak Hour Delay (West of I-80)		
		Relative to Free-Flow	Above V/C 0.80	Above V/C 1.00
Blue Oaks Blvd. Bridge Widening	\$17.4	-85.8 (-14%)	-79.2 (-27%)	-59.0 (-37%)
Roseville Parkway Extension	\$33.7	-76.3 (-12%)	-67.3 (-23%)	-57.6 (-36%)
Taylor Road Widening	\$17.2	-38.3 (-6%)	-36.3 (-12%)	-28.4 (-18%)
Pleasant Grove Blvd. Widening	\$4.2	-8.5 (-1.4%)	-8.8 (-3.0%)	-1.2 (-0.8%)
Andora Project	\$30.0	-4.2 (-0.7%)	-2.9 (-1%)	-1.3 (-0.8%)
Atkinson Road Jug Handle	\$8.0	+1.6 (+0.2%)	+1.6 (+0.5%)	+0.9 (+0.5%)
Roseville Road Widening	\$5.0	-3.9 (-0.6%)	-1.5 (-0.5%)	+0.7 (+0.4%)
Roseville Parkway Widening 2	\$2.0	+0.2 (+0%)	+0.7 (+0.2%)	+0.3 (+0.2%)
Source: DKS Associates, 2017				

Exhibit D

Ranking of CIP Intersection Improvements



Change in Vehicle Hours of Delay at Roseville Intersections With CIP Improvements

Intersection	CIP Project (additional lanes)	Estimated Cost	Change in Total Hours of Vehicle Delay
Foothills Bl. & Pleasant Grove Bl.	NBT, SBT, WBT	\$538,000	-65.2
Galleria Bl. & Roseville Pkwy.	NBT, SBT, WBT	\$761,000	-44.4
Sunrise Av. & Cirby Way	SBT, WBR	\$345,000	-43.3
Vernon St. & Cirby Way	SBL, SBR overlap	\$173,000	-37.1
Douglas Bl. & Roseville Pkwy.	NBT, NBL, SBT, SBL	\$584,000	-32.7
Sierra College Bl. & Douglas Bl.	SBR	\$139,000	-2.3
Total All Intersections		\$2,540,000	-224.9

Source: DKS Associates, 2017

MEMORANDUM

DATE: November 9, 2017
TO: Chris Kraft, Scott Gandler, City of Roseville
FROM: David Tokarski & John Long, DKS Associates
SUBJECT: Final Roseville Five-Year CIP Project Prioritization

In an effort to prioritize CIP roadway and intersection improvements, City staff and DKS Associates have completed a “near term” sensitivity analysis that looks approximately five years in the future to determine the roadway and intersection projects that should be prioritized within the CIP. The concept for this effort was to define the best estimate of the total amount of development and its location within the next five years, forecast the change in traffic volumes based on that development scenario, test the effectiveness of alternative roadway improvement scenarios at reducing congestion under the five-year growth scenario and recommend improvement scenarios that maximize the congestion relieving benefits for the amount of money available from fees collected in five years. City staff estimates that the City of Roseville will have approximately \$19 million in Traffic Mitigation fee funds available in the next five years to pay for near term roadway improvements.

The five-year scenario was based on land use development and roadway improvements assumed to be in place within a five-year time horizon. City staff directed DKS Associates to add the following residential and non-residential projects to the travel demand model to estimate a five-year development scenario.

- Residential Development
 - Village Center Rezone: 80 senior living units and 87 MDR units
 - Campus Oaks: 400 HDR units and 250 LDR units
 - JMC American Dream: 58 MDR units
 - Senior Living: 200 HDR units and 120 Assisted Living units
 - Main Street Promenade: 77 HDR units
 - Church Street Lofts: 81 HDR units
 - Stone Ridge (Elliot): 135 LDR units and 45 HDR units
 - WestPark Phase 3: 332 LDR units
 - WestPark Phase 4: 518 LDR units
 - Westbrook: 350 LDR units

- Fiddymment Ranch Phase 2: 400 LDR units
- Fiddymment Ranch Phase 3: 100 LDR units
- Sierra Vista SP: 700 LDR units
- Creekview SP: 200 LDR units
- Total: 4,133 units
- Non-Residential Development (ksf = 1,000 square feet)
 - WestPark Mini Storage: 100 ksf
 - Fiddymment Ranch Gas Station: 10 ksf retail
 - Blue Oaks/ Fiddymment: 100 ksf retail
 - Village Center Rezone: 45 ksf retail
 - Blue Oaks Marketplace (SVSP): 200 ksf retail
 - Campus Oaks Office: 60 ksf office
 - NEC: 300 ksf warehouse
 - Parcel 49: 211 room hotel, 30 ksf retail
 - Sikh Church: 50 ksf church
 - Villa Sports: 80 ksf commercial
 - Highland Village: 30 ksf restaurant, 15 ksf office
 - Kaiser: 115 ksf medical
 - Sutter Hospital: 90 ksf hospital
 - Adventous Health: 275 ksf medical office
 - Eureka MOB: 80 ksf medical office
 - Tanner Mini Storage: 90 ksf
 - Final Gravity Offices: 25 ksf medical office
 - Total: 1,695 ksf and 211 hotel rooms

The City directed DKS Associates to add the following roadway projects to the travel demand model to estimate a five-year “baseline” improvement scenario. Some of these roadway projects are already underway and others are already funded for construction by the City of Roseville or other jurisdictions.

- Washington Boulevard Widening
 - widen southbound to two lanes, Blue Oaks to Industrial
- Blue Oaks Boulevard Widening
 - widen eastbound to four lanes, Woodcreek Oaks to Foothills
- Campus Oaks Roadway
 - new two-lane roadway Blue Oaks to Foothills

- Blue Oaks Boulevard Extension
 - extend roadway Hayden Pkwy to Westbrook Boulevard
- Woodcreek Oaks Widening
 - widen to four lanes, north of Pleasant Grove to Blue Oaks
- Fiddymont Road Widening
 - widen to six lanes, Pleasant Grove to Baseline
- State Route 65 Northbound
 - add auxiliary lane Galleria to Pleasant Grove
- State Route 65 Northbound
 - add third lane I-80 to Galleria (SR 65/ I-80 Phase 1)

The developments and roadway improvements listed above were all added to the City's travel demand model in order to estimate a reasonable five-year baseline forecast. Vehicle delay on City roadways was estimated by comparing peak hour congested speeds on roadway links to the roadway's uncongested free-flow speeds. Delay per roadway link was calculated by multiplying the difference between free-flow and congested speed by the number of vehicles traveling on the roadway. This data was summarized by all links east and west of I-80, and by roadways projected to operate above a volume-to-capacity ratio of 0.80 and 1.00.

Estimated roadway hours of delay for the base 2016 and five-year scenario are shown in **Table 1**.

Table 1: Change in Vehicle Hours of Delay on Roseville Roadway Segments With Select Improvements

PM Peak: Hours of Delay	Roadways West of I-80			Roadways East of I-80		
	2016	Five-Year	Change	2016	Five-Year	Change
Delay on All Links Relative to Free-Flow	534.9	631.2	+96.3 (18%)	327.3	362.8	+35.5 (11%)
Delay on Links Above V/C 0.80	226.9	291.6	+64.7 (29%)	138.0	164.8	+26.8 (19%)
Delay on Links Above V/C 1.00	109.1	159.4	+50.3 (46%)	51.4	66.1	+14.7 (29%)
Source: DKS Associates, 2017						

Additionally, delay estimates were calculated for the City's signalized intersections by multiplying the average intersection delay (based on level of service calculations) by the total number of peak hour vehicles entering each of the City's ten intersections with the highest delay. Locations of these ten intersections are shown in **Figure 1**. Estimated intersection hours of delay for the base 2016 and five-year baseline scenario are shown in **Table 2**.

Figure 1: Location of Ten Highest Delay Intersections

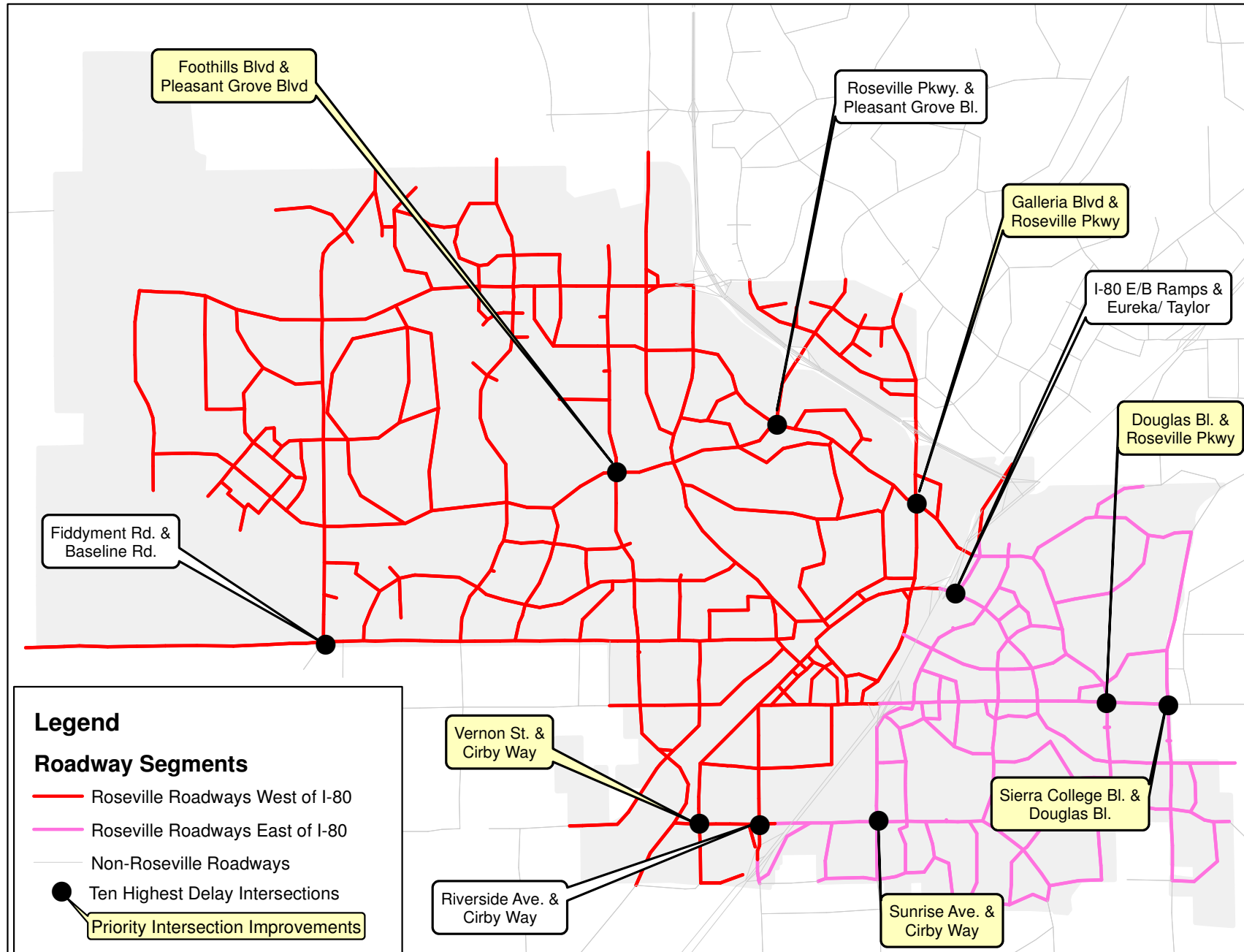


Table 2: Change in Vehicle Hours of Delay at Roseville Intersections With Select Improvements

Ten Highest Delay Intersections	Intersection Hours of Delay (PM Peak Hour)		
	2016	Five-Year Baseline	Change
Galleria Bl. & Roseville Pkwy.	179	188	+10 (5%)
Foothills Bl. & Pleasant Grove Bl.	111	164	+53 (48%)
I-80 E/B Ramps & Eureka/Taylor	84	135	+51 (61%)
Riverside Av. & Cirby Way	113	116	+3 (3%)
Sunrise Av. & Cirby Way	108	116	+8 (7%)
Vernon St. & Cirby Way	106	110	+4 (4%)
Douglas Bl. & Roseville Pkwy.	99	107	+8 (8%)
Sierra College Bl. & Douglas Bl.	103	107	+4 (4%)
Roseville Pkwy. & Pleasant Grove Bl.	86	92	+6 (7%)
Fiddymment Rd. & Baseline Rd.	56	89	+32 (57%)
Ten Highest Delay Intersections	1,045	1,224	+179 (+17%)
Source: DKS Associates, 2017			

As the two tables show, while it is possible that the roadway improvements assumed in the five-year scenario could result in decreases in delay on some Roseville roadways, the increase in land use and trip generation associated with five years of potential development contribute to increased delay on Roseville roadways and at Roseville intersections. The roadway improvements assumed in the five-year scenario do not necessarily accommodate all of the additional traffic generated by additional land uses assumed for the five-year horizon.

In order to determine which projects most effectively reduce traffic delay on City roadways in the short term, City staff identified a number of roadway projects for testing purposes. Major roadway projects identified for the near-term sensitivity analysis included the following projects listed in **Table 3** and whose locations are shown in **Figure 2**. Estimated costs (sorted from high to low) are included for each project. The table shows that two of the identified projects (the Roseville Parkway extension and the Andora project) both have estimated costs that exceed the anticipated fee revenue collected by the City of Roseville in the next five years. The other seven identified project all fall within the estimated \$19.0 million in fee revenue.

Table 3: Select Five-Year Roadway Projects

Roadway Project	Description	Estimated Project Cost
Roseville Parkway Extension	4 lane extension: Washington to Foothills	\$33.7 million
Andora Project	Washington Blvd. Undercrossing	\$30.0 million
<i>City Anticipated Five-Year Fee Revenue</i>		<i>\$19.0 million</i>
Blue Oaks Blvd. Bridge Widening	Widen bridge over UPRR to 8 lanes	\$17.4 million
Taylor Road Widening	Widen to 4 lanes: Roseville Pkwy to Rocklin City	\$17.2 million
Roseville Parkway Widening 1	Widen w/b to 4 lanes: Gibson to Creekside Ridge	\$11.2 million
Atkinson Road Jug Handle	New “jug handle” connection to Foothills Blvd.	\$8.0 million
Roseville Road Widening	Widen to 4 lanes: Cirby Way to south City limits	\$5.0 million
Pleasant Grove Blvd. Widening	Widen to 6 lanes: Foothills to Woodcreek Oaks	\$4.2 million
Roseville Parkway Widening 2	Widen to 4 lanes: Pleasant Grove to Washington	\$2.0 million
Source: City of Roseville, 2017		

Each of these projects was implemented separately in the updated five-year baseline travel demand model scenario and resultant changes in peak hour roadway segment delay were calculated. Results of this comparative analysis are summarized in **Table 4** and **Table 5**. Because most of these roadway improvements are west of Interstate 80, **Table 4** shows the estimated percent change in network delay on roadways west of I-80, while **Table 5** shows the estimated percent change on roadways Citywide. In each table, decreases in delay of 10% or greater are highlighted in bold text.

Table 4: Change in Peak Hour Network Delay (West of I-80)

Roadway Project	Est Cost (\$million)	Change in Network Peak Hour Delay (West of I-80) Compared to 5-Year Baseline		
		All Links	Links Above V/C 0.80	Links Above V/C 1.00
Roseville Parkway Extension	\$33.7	-76.3 (-12%)	-67.3 (-23%)	-57.6 (-36%)
Andora Project	\$30.0	-4.2 (-0.7%)	-2.9 (-1%)	-1.3 (-0.8%)
<i>City Anticipated Five-Year Fee Revenue: \$19.0 million</i>				
Blue Oaks Blvd. Bridge Widening	\$17.4	-85.8 (-14%)	-79.2 (-27%)	-59.0 (-37%)
Taylor Road Widening	\$17.2	-38.3 (-6%)	-36.3 (-12%)	-28.4 (-18%)
Roseville Parkway Widening 1	\$11.2	-6.7 (-1%)	-3.1 (-1%)	-0.3 (-0.2%)
Atkinson Road Jug Handle	\$8.0	+1.6 (+0.2%)	+1.6 (+0.5%)	+0.9 (+0.5%)
Roseville Road Widening	\$5.0	-3.9 (-0.6%)	-1.5 (-0.5%)	+0.7 (+0.4%)
Pleasant Grove Blvd. Widening	\$4.2	-8.5 (-1.4%)	-8.8 (-3.0%)	-1.2 (-0.8%)
Roseville Parkway Widening 2	\$2.0	+0.2 (+0%)	+0.7 (+0.2%)	+0.3 (+0.2%)
Source: DKS Associates, 2017				

The two tables show that the projects range in cost from approximately \$2 million to approximately \$34 million, depending on whether they are new or widened roadways and whether they involve major construction of bridge structures. The two projects that stand out in terms of decrease in system delay are the extension of Roseville Parkway from Washington Boulevard to Foothills Boulevard and the widening of the Blue Oaks Boulevard bridge over the UPRR tracks. The estimated costs for these two projects are \$33.7 million and \$18 million, respectively. The tables both show that peak hour network delay (both west of I-80 and Citywide) decreases the most with the Blue Oaks bridge widening project. This, along with its lower cost (within the City's anticipated five-year fee revenue estimate) and the fact that it is a regional roadway serving the cities of Roseville and Rocklin, as well as Placer County and SR 65, results in the Blue Oaks bridge widening project rising to the top for recommendation as a five-year priority project.

Figure 2: Location of Select Five Year Roadway Projects

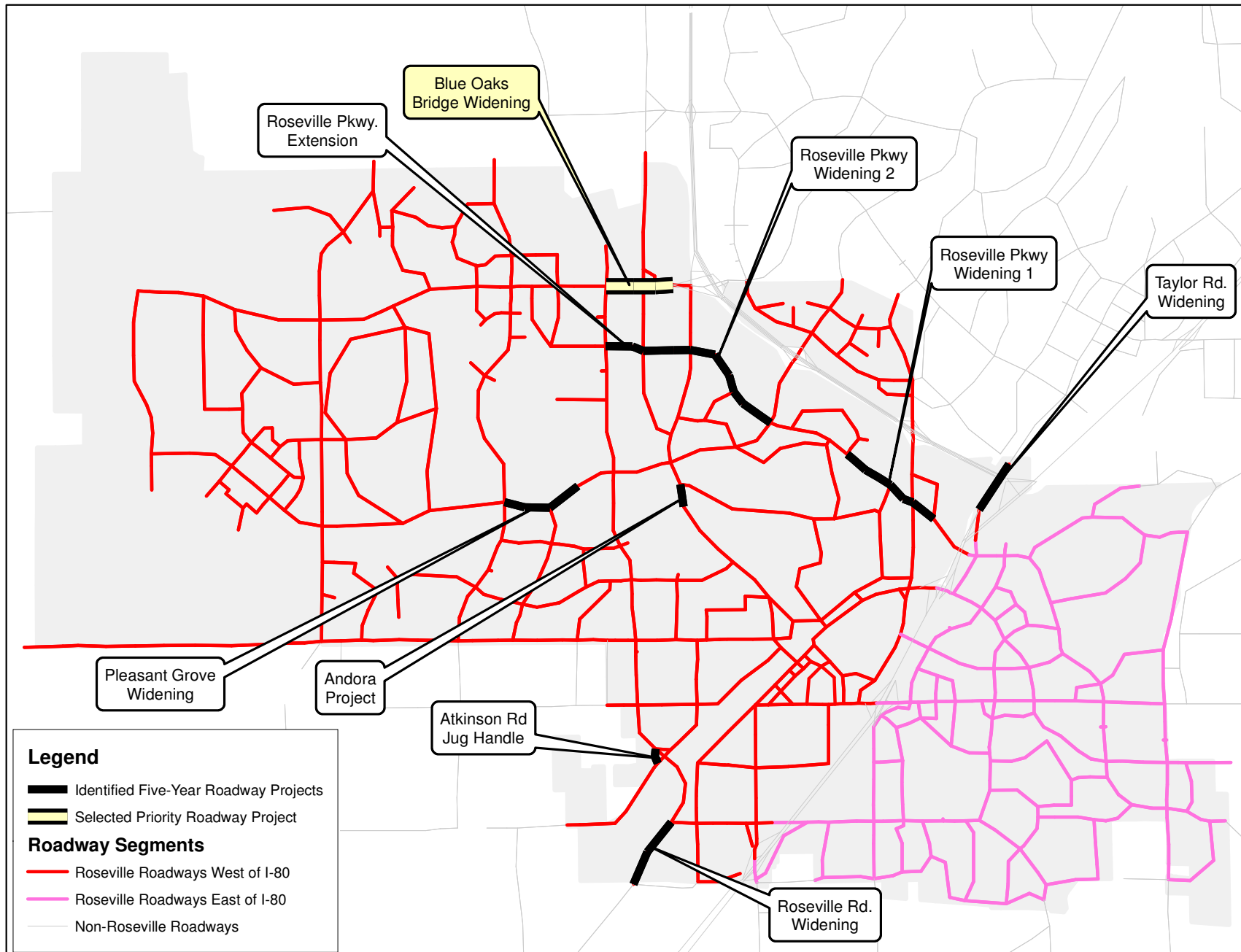


Table 5: Change in Peak Hour Network Delay (Citywide)

Roadway Project	Est Cost (\$million)	Change in Peak Hour Delay (Citywide) Compared to Five-Year Baseline		
		All Links	Links Above V/C 0.80	Links Above V/C 1.00
Roseville Parkway Extension	\$33.7	-7.6%	-14.6%	-13.9%
Andora Project	\$30.0	-0.5%	-0.7%	-0.6%
<i>City Anticipated Five-Year Fee Revenue: \$19.0 million</i>				
Blue Oaks Blvd. Bridge Widening	\$17.4	-8.6%	-17.3%	-25.9%
Taylor Road Widening	\$17.2	-3.6%	-7.7%	-12.1%
Roseville Parkway Widening 1	\$11.2	-0.6%	-0.6%	0.0%
Atkinson Road Jug Handle	\$8.0	+0.1%	+0.2%	+0.1%
Roseville Road Widening	\$5.0	-0.5%	-0.6%	0.0%
Pleasant Grove Blvd. Widening	\$4.2	-0.9%	-1.9%	-0.5%
Roseville Parkway Widening 2	\$2.0	0.0%	+0.1%	0.0%
Source: DKS Associates, 2017				

City staff asked DKS to also identify and analyze a few combinations of projects to determine if mixing and matching any of the potential projects would result in additional benefit to that of each individual project. **Table 6** summarizes the combined changes in network delay associated with the three selected project combinations. The first combination of projects analyzed was combining the Blue Oaks bridge widening with the Roseville Parkway extension. This combination, with a combined cost of over \$51 million, resulted in slightly more favorable decreases in delay than either of the individual projects, but not much more than either project alone. This analysis indicates that the two major east-west projects that are parallel to each other would likely both improve delay on a number of the same roadways in the vicinity of the two projects. The additional benefit of either of the two projects, if constructed after the first, would be minimal. The other two combinations of projects both include the Roseville Parkway extension, along with either of the two Roseville Parkway widenings to the east. These two combinations both result in a slightly higher improvement in delay than the two component projects added together. Therefore, if the City were to embark on construction of the Roseville Parkway extension first, it would be beneficial to then construct either of the two Roseville Parkway widening projects to the east as well.

Figure 3 displays a summary of the results discussed in the previous tables. In this graphic, projects (and combinations of projects) are presented in order of total estimated cost, from top to bottom. Dashed red lines represent the City's anticipated five-year CIP budget. Projects above

the horizontal red line are estimated to cost more than the City anticipates collecting in the next five years, while projects below the red line represent projects with estimated costs below the City's anticipated five-year CIP budget. Brown bars to the right of the axis represent estimated project costs (x\$1,000,000) while colored bars to the left of the axis represent reductions in delay on roadway segments in Roseville west of I-80 associated with each project or combination of projects. Longer bars to the left of the axis represent higher levels of benefit. It should be noted that a couple of the delay bars are to the right of the axis, representing slight increases in delay on roadway segments west of I-80.

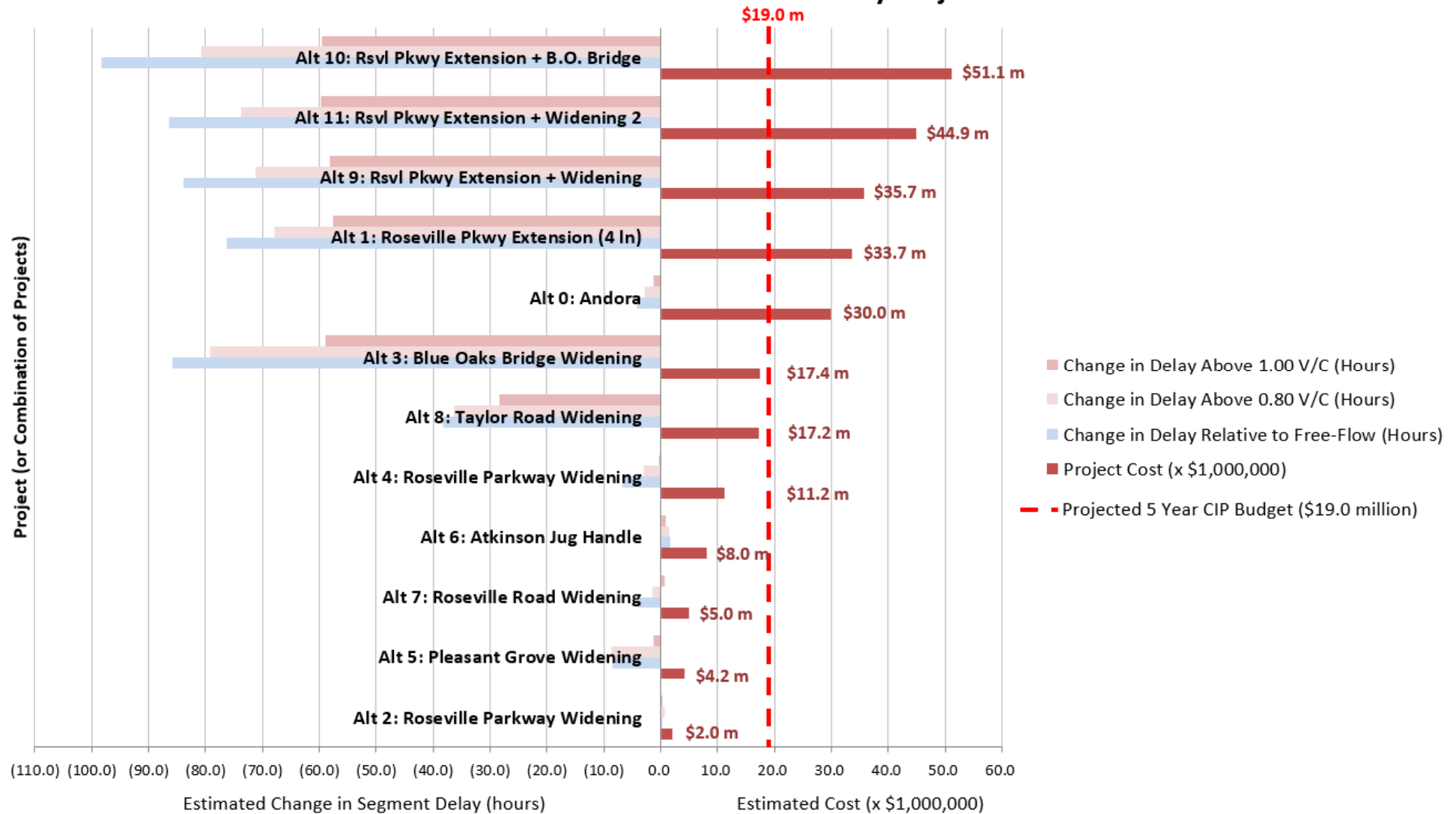
The graphic clearly shows that the most significant reductions in delay are associated with projects or combinations of projects that would cost more than the City anticipates collecting in the next five years, with the exception of the Blue Oaks widening, which both shows large decreases in delay and fits within the City's anticipated five-year CIP budget. Other projects that are within the City's anticipated five-year budget (and one that exceeds it) show significantly smaller reductions (or slight increases) in delay on City roadways.

Table 6: Change in Peak Hour Network Delay (West of I-80)

Roadway Project	Est Cost (\$million)	Change in Peak Hour Delay (West of I-80) Compared to Five-Year Baseline		
		All Links	Links Above V/C 0.80	Links Above V/C 1.00
Individual Projects				
Blue Oaks Blvd. Bridge Widening	\$17.4	-13.6%	-27.2%	-37.0%
Roseville Parkway Extension	\$33.7	-12.1%	-23.3%	-36.1%
Roseville Parkway Widening 1	\$11.2	-0.6%	-0.6%	0.0%
Roseville Parkway Widening 2	\$2.0	0.0%	+0.2%	+0.2%
Combinations of Projects				
Blue Oaks Blvd. Bridge Widening Plus Roseville Parkway Extension	\$51.1	-15.6%	-27.7%	-37.3%
Roseville Parkway Extension plus Roseville Parkway Widening 1	\$44.9	-13.7%	-25.3%	-37.5%
Roseville Parkway Extension plus Roseville Parkway Widening 2	\$35.7	-13.3%	-24.4%	-36.4%
Source: DKS Associates, 2017				

Figure 3: Summary of Segment Improvement Costs and Benefits

Change in Segment Delay West of I-80 With Potential 5 Year CIP Roadway Projects



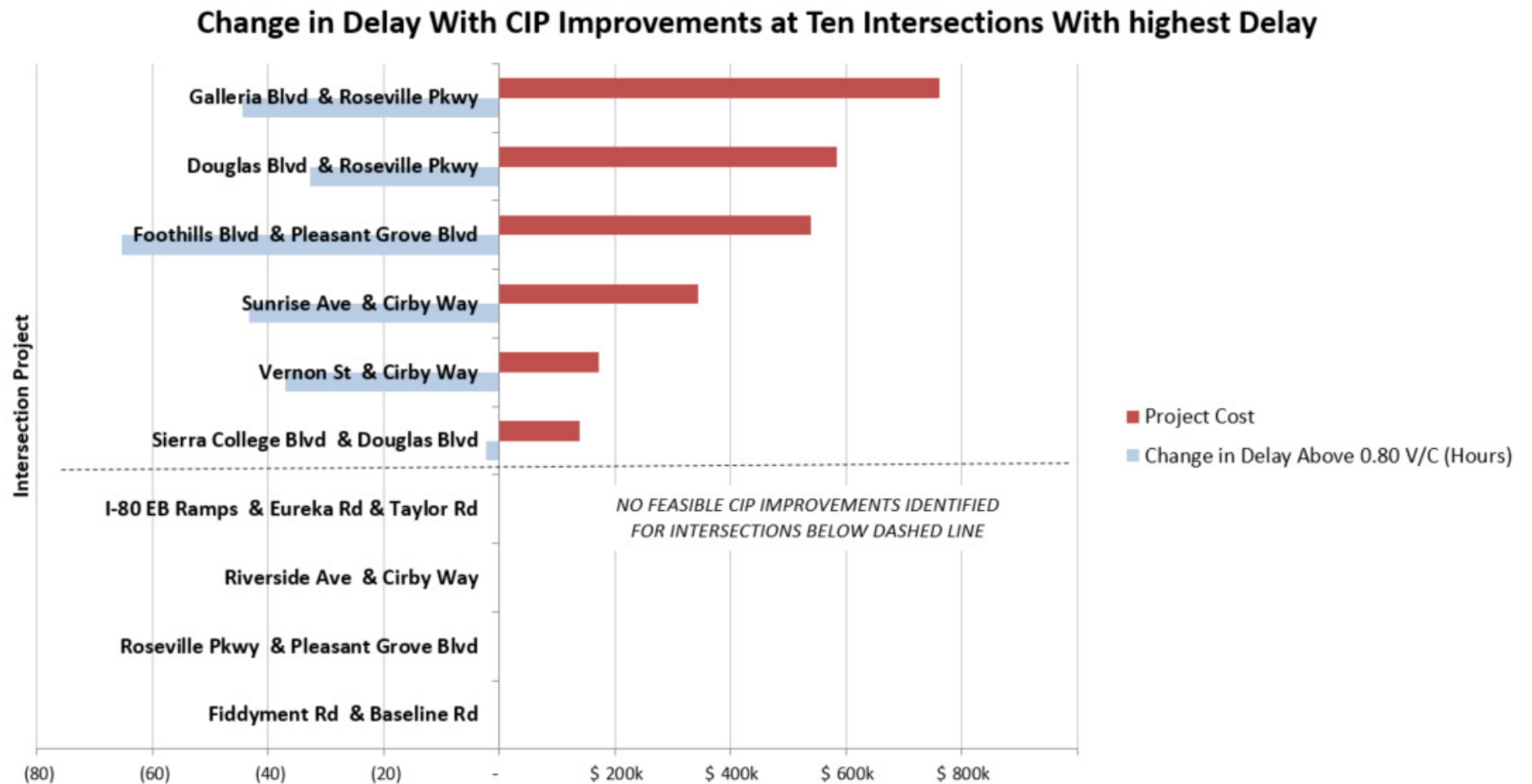
A similar analysis was undertaken for potential improvements at the ten intersections with the highest calculated peak hour delay in Roseville. Of these ten intersections, four do not have feasible improvements contained within the City's CIP due to site constraints, and six do have improvements. **Table 7** shows that estimated costs for intersection improvements at six locations range from a low of \$139,000 to a high of \$761,000 and that delay decreases associated with these CIP improvements would range from 2 hours of peak hour delay to 65 hours of peak hour delay. The largest decrease in delay is achieved with improvements (adding northbound, southbound, and westbound through lanes) at the intersection of Foothills Boulevard and Pleasant Grove boulevard.

Figure 4 graphically shows the same information and shows that the intersection of Foothills Boulevard and Pleasant Grove Boulevard results in the highest reduction in pm peak hour delay while costing less than two other CIP intersection improvements.

Table 7: Change in Vehicle Hours of Delay at Roseville Intersections With CIP Improvements

Intersection	CIP Project (additional lanes)	Estimated Cost	Change in Total Hours of Vehicle Delay
Galleria Bl. & Roseville Pkwy.	NBT, SBT, WBT	\$761,000	-44.4
Douglas Bl. & Roseville Pkwy.	NBT, NBL, SBT, SBL	\$584,000	-32.7
Foothills Bl. & Pleasant Grove Bl.	NBT, SBT, WBT	\$538,000	-65.2
Sunrise Av. & Cirby Way	SBT, WBR	\$345,000	-43.3
Vernon St. & Cirby Way	SBL, SBR overlap	\$173,000	-37.1
Sierra College Bl. & Douglas Bl.	SBR	\$139,000	-2.3
Total All Intersections		\$2,540,000	-224.9
Source: DKS Associates, 2017			

Figure 4: Summary of Intersection Improvement Costs and Benefits





From the analysis presented, it becomes clear that the roadway project that provides the most benefit and fits within the City's estimated five-year fee revenue is the widening of the Blue Oaks bridge over the UPRR tracks. The addition of improvements at five intersections would improve delay at locations throughout the City. The cost of these combined improvements would exceed the City's anticipated five-year fee revenue by approximately \$940,000, as shown in **Table 8**.

Table 8: Recommended Five-Year Roadway and Intersection Improvements

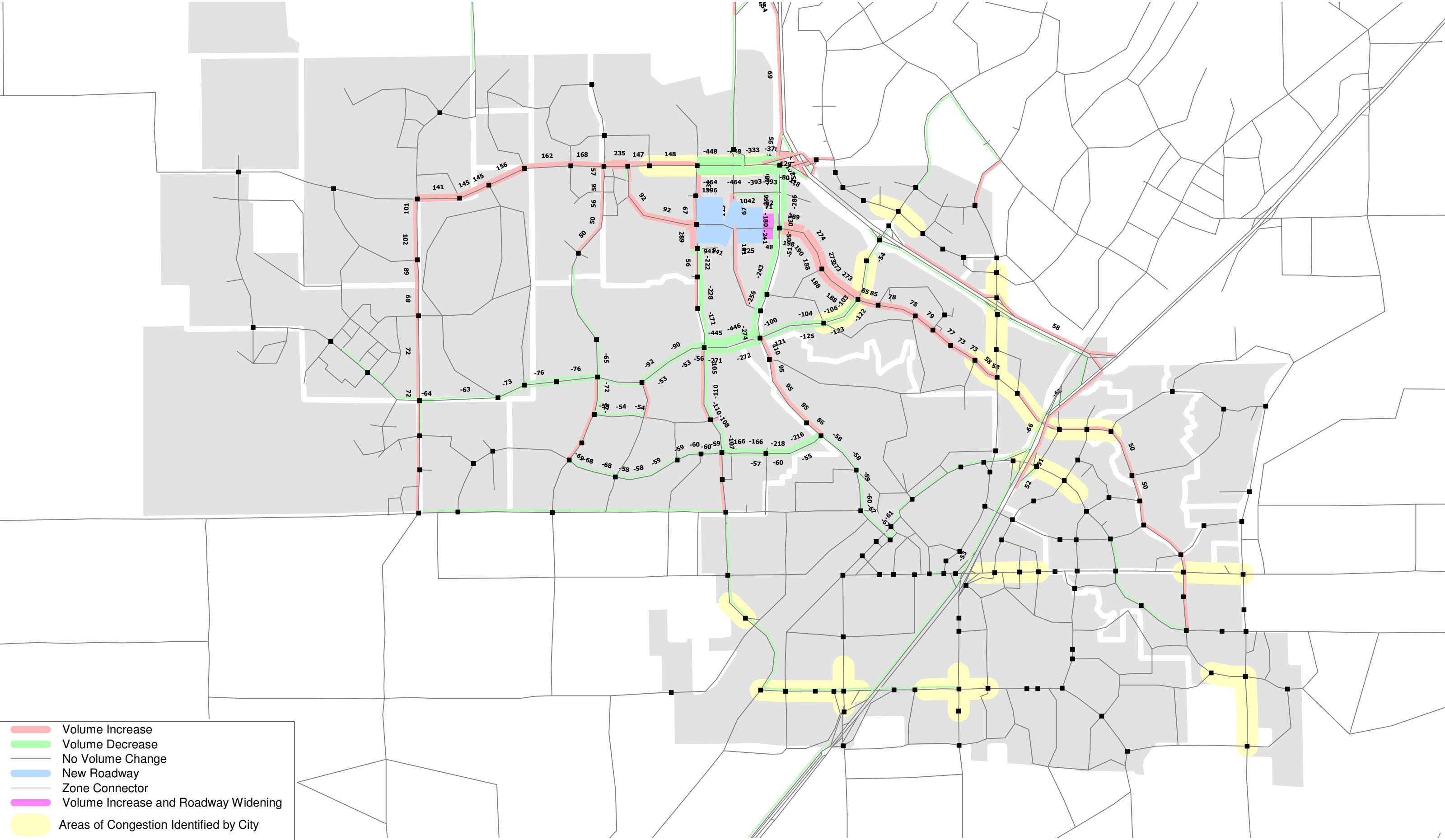
Project	Estimated Cost
Blue Oaks Blvd. Bridge Widening	\$17,400,000
Galleria Blvd./Roseville Parkway Intersection Improvements	\$761,000
Douglas Bl. & Roseville Pkwy. Intersection Improvements	\$584,000
Foothills Bl. & Pleasant Grove Bl. Intersection Improvements	\$538,000
Sunrise Av. & Cirby Way Intersection Improvements	\$345,000
Vernon St. & Cirby Way Intersection Improvements	\$173,000
Sierra College Bl. & Douglas Bl. Intersection Improvements	\$139,000
Estimated Total Cost	\$19,940,000
Source: DKS Associates, 2017	

For informational purposes, PM peak hour "delta" plots for each of the individual and combined roadway projects are included as an appendix at the end of this memorandum. Each of these plots shows the volume changes (decreases or increases) associated with each project or combination of projects.

Appendix

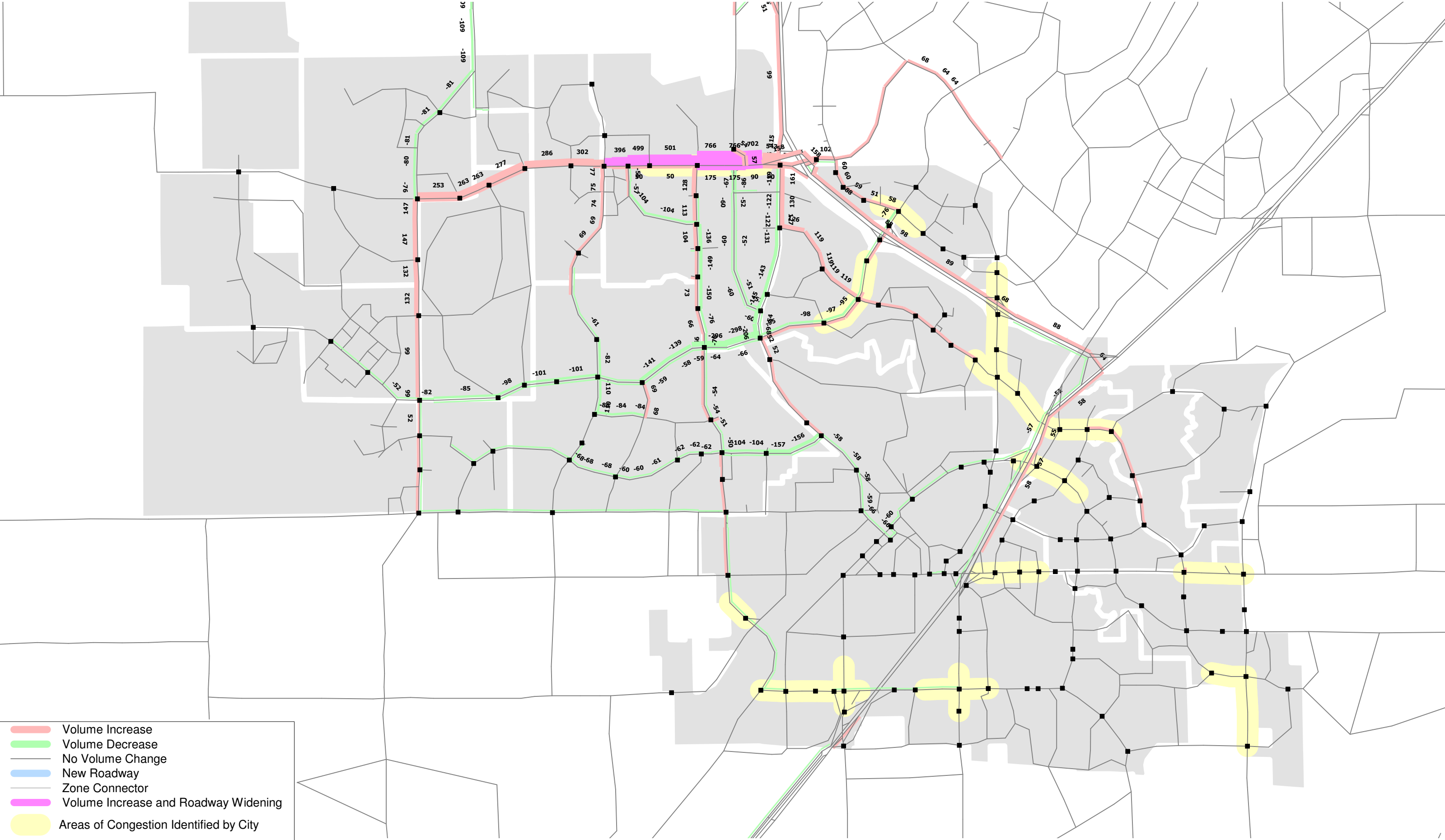
PM Peak Hour Model Volume Changes With Each Roadway Project

City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Roseville Parkway Extension





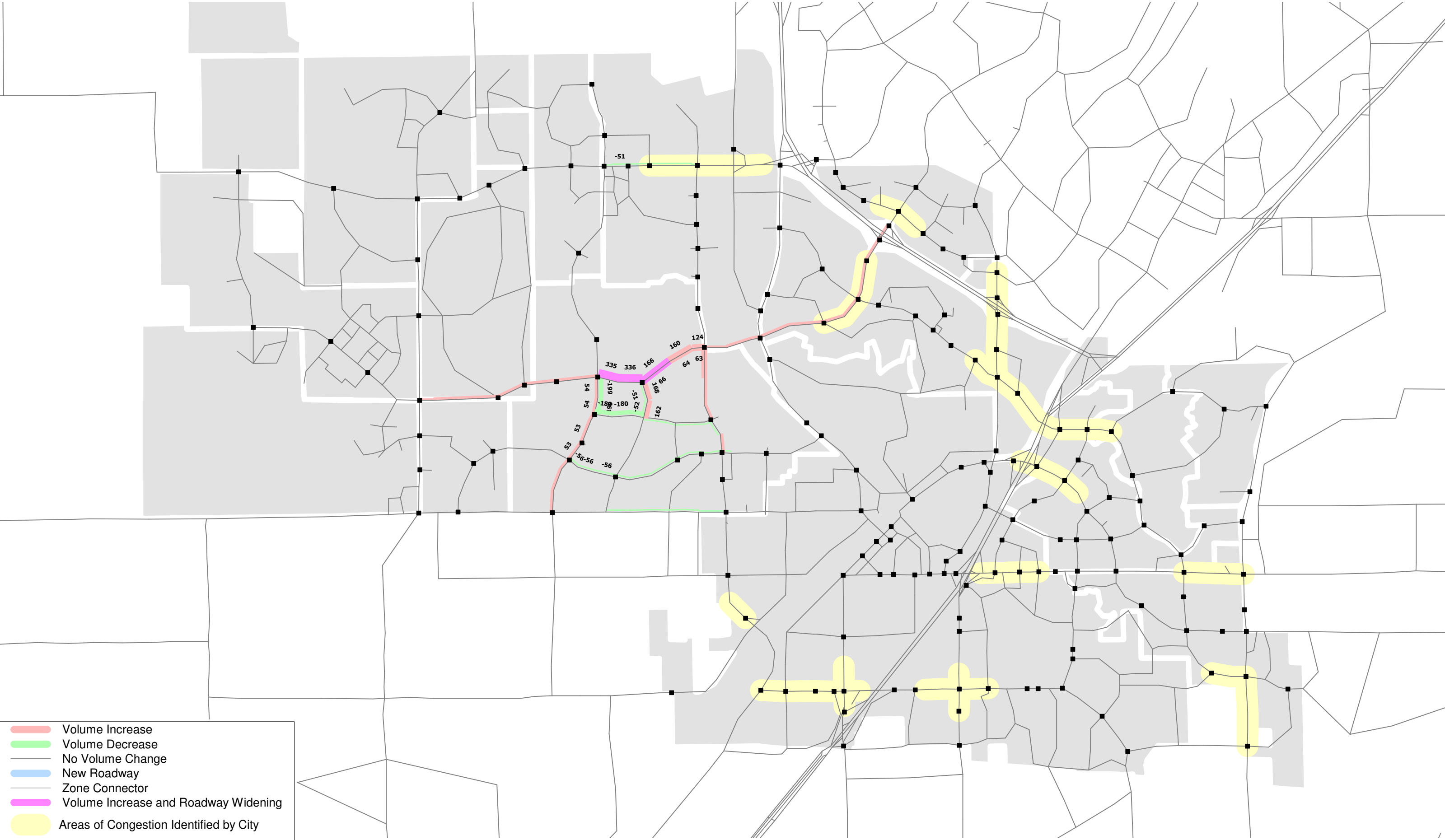
City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Blue Oaks Bridge Widening



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Roseville Parkway Widening (Gibson to Creekside Ridge)



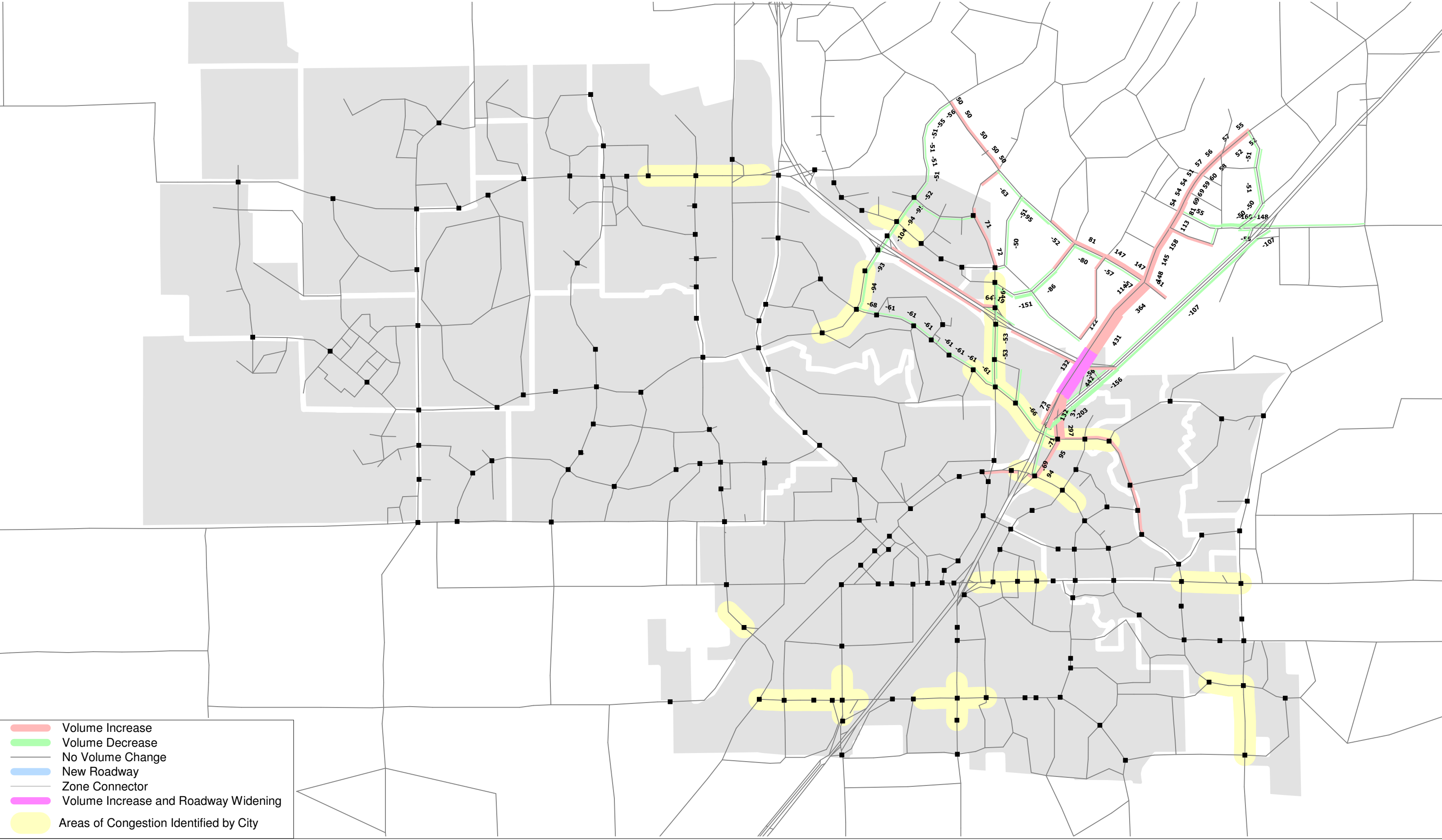
City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Pleasant Grove Blvd Widening



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Atkinson Jughandle



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Taylor Road Widening to Rocklin



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Roseville Parkway Extension + Widening

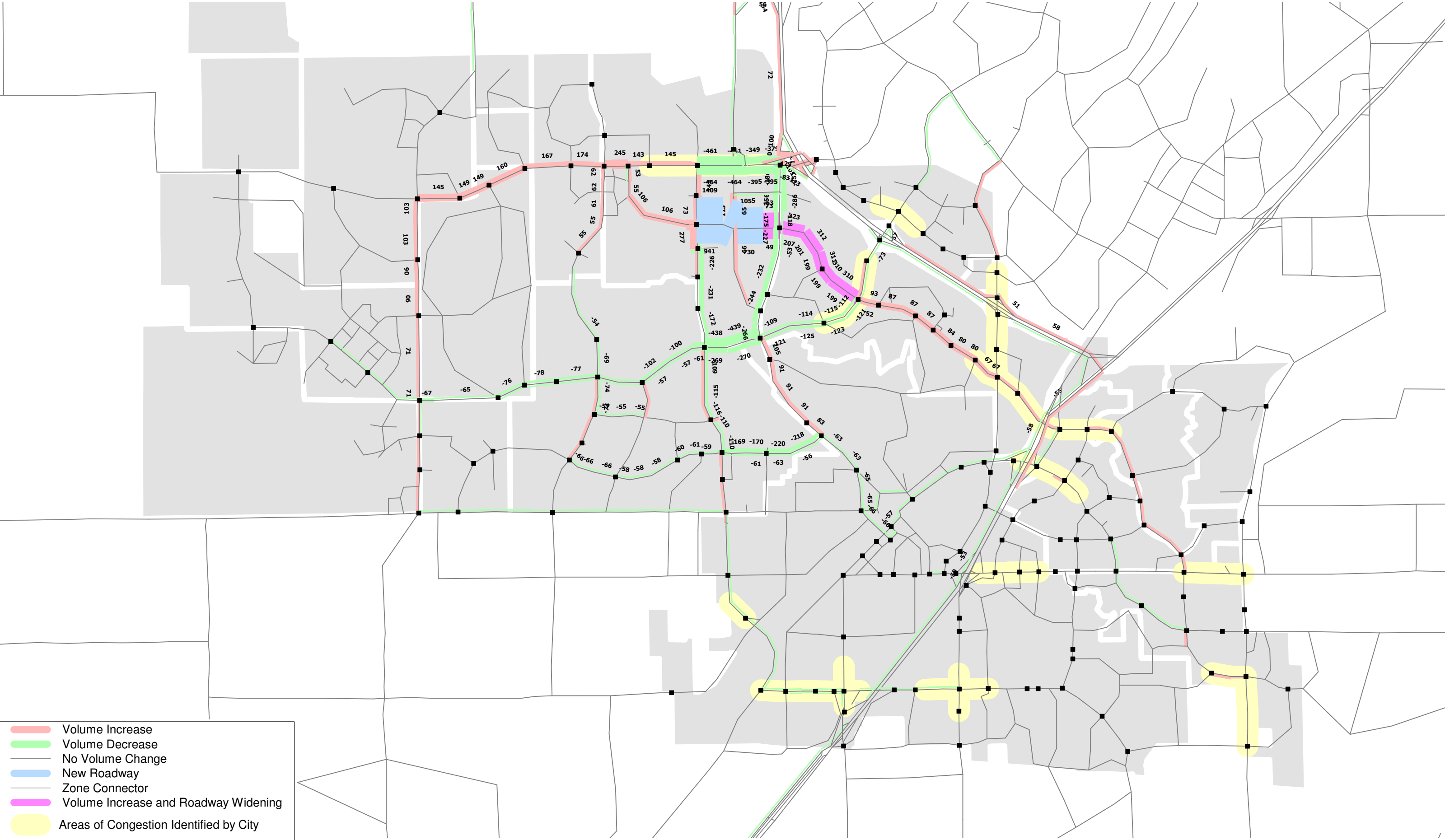
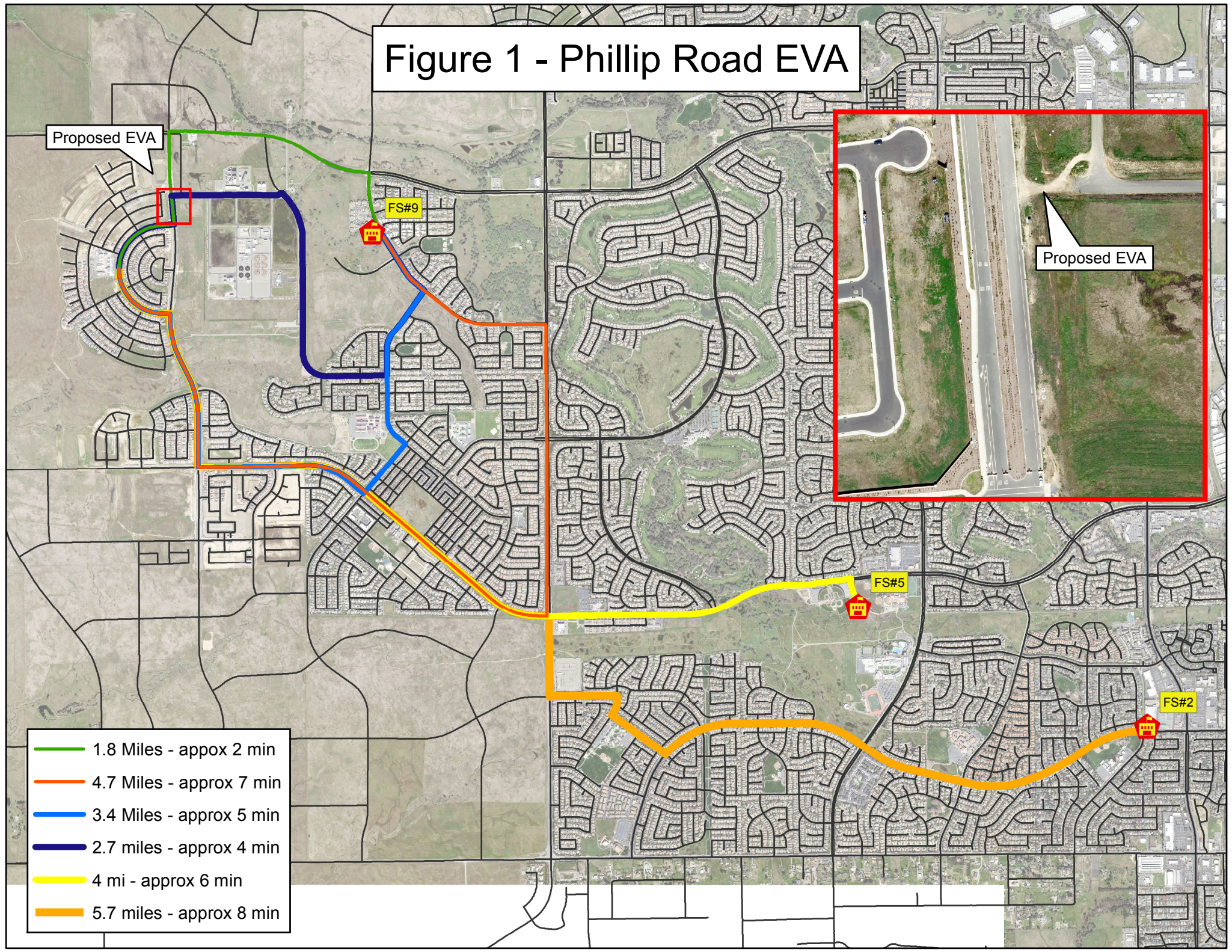


Figure 1 - Phillip Road EVA





COUNCIL COMMUNICATION

CC #: 8993
File #: 0800-06

Title: Pleasant Grove/Curry Creek Watershed Mitigation Fee Update and Ordinance Amendment
Contact: Chris Kraft 916-774-5373 ckraft@roseville.ca.us

Meeting Date: 1/10/2018
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce for first reading amendments to Chapter 4.48 of the Roseville Municipal Code relating to the Pleasant Grove/Curry Creek Watershed Drainage Mitigation Fee, as shown on attached Exhibit A.

BACKGROUND

In 1991, the City Council adopted the Pleasant Grove/Curry Creek Drainage Mitigation Fee to mitigate downstream storm water volumetric increases resulting from new development in Roseville. Since then, there have been several program updates and fee adjustments, the most recent in 2006. This update revalidates the hydrologic modeling, land use assumptions, and cost estimates to reset the drainage fees collected to ensure adequate funds will be available to construct the facility in the future.

The flood control project will be located on the Al Johnson Wildlife Area, formerly Reason Farms, located on the Western edge of the City. The property was purchased in 2004 for the purpose of implementing the flood control project, and was paid for with Drainage Mitigation Fees previously collected per the Roseville Municipal Code. A preliminary conceptual design and a program level EIR were approved in 2003 that evaluated the need for two detention basins with a combined storage volume of 2,530 acre-feet.

The City retained the services of Civil Engineering Solutions, Inc. to prepare a study to reevaluate the project assumptions, the cost to construct, and the drainage impact fee, a copy of which is attached. The study continues to use the historic 8-day, 1986 storm event (rainfall adjusted to 100-year) and the standards within the Placer County Flood Control and Water Conservation District Stormwater Management Manual as the basis of modeling. The study updates the hydrologic modeling, the approved land uses within the City, and an accounting of all vacant properties remaining in each land use category. Underlying soil conditions were updated with the

latest National Resource Conservation Service (NRCS, and formerly the US Soil Conservation Service) soil mapping data. Values of infiltration rates were updated with a refinement to the Water Balance Calculator to determine the impact rate for each land use. And finally, the total combined City volumetric impact was calculated to be 2,221 acre-feet (a volume that includes 69 acre-feet of storage attributed to the approved but not yet annexed Amoruso Ranch Specific Plan (ARSP)).

Several other modeling updates include;

- Properties that were undeveloped and unaccounted for in 1992 are now being captured in the impact analysis and assigned to neighboring Specific Plans;
- Changes in the underlying soil classifications of the developing properties have been adjusted to reflect a more permeable classification which increases the rate of impact. Latest NRCS soil mapping is included in the current study;
- Changes in the assumed values for infiltration rates and impervious fraction have been updated for some development types;
- A refinement to the Water Balance calculations that effect the impact rate for the various parameters.

As of December 31, 2016 the total revenues credited to the Drainage Mitigation account including interest was \$21,898,866.51 with a total of \$13,038,053.12 being expensed (land purchase, EIR preparation, Conceptual Design, Study Updates). The remaining balance in the account as of December 31, 2016 was \$8,860,813.39. Total remaining project costs to complete the flood control project were updated to reflect current construction costs, estimated at \$23,576,744.69. Exhibit B compares the original cost to construct the project calculated with the 2002 conceptual design and adjusted for inflation, to the newly re-calculated cost to construct. The costs are within 1% of each other. The difference between the estimated total project cost minus the available cash on hand (\$14,715,931.30) was divided by the assumed build out of remaining land uses to determine a new fee rate per land use.

City impact fees are typically adjusted on an annual basis to reflect the inflationary cost of construction. The City uses the Engineering News Record (ENR) Construction Cost Index (CCI) inflationary adjuster, averaging the national 20 City Average CCI with the San Francisco CCI. We propose that this fee adjustment take effect on July 1, 2018. Annual inflationary adjustments will be made thereafter.

The technical report evaluated the effects of the ARSP, but this fee update as presented does not include the impacts and land uses attributed to the ARSP. At such time as the ARSP is annexed into the City the fees will be readjusted. Exhibit C depicts the existing fee schedule as compared to the proposed 2017 Fee Update fee schedule for the various land use types. Although the fees are increasing with this update, the actual estimated cost of the project has remained relatively the same when compared to the original estimated costs adjusted for inflation, as previously shown on Exhibit B.

A redlined strikethrough copy of the Ordinance Amendment amending sections of Municipal Code Chapter 4.48 – PLEASANT GROVE/CURRY CREEK WATERSHED MITIGATION FEE is attached as Exhibit A.

Copies of the study were sent to the Placer County Flood Control District. Staff presented the fee update to the North State Building Industry Association (BIA) and to the Roseville Chamber of Commerce informing them of the proposed fee revisions both groups support the update.

FISCAL IMPACT

There will be no fiscal impact to the City's general fund by the proposed action.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be provided based on the federal guideline of one job for every \$92,000 in direct government spending.

ENVIRONMENTAL REVIEW

The proposed project involves the modification of an existing development fee for the purpose of obtaining funds for a capital project. According to *State CEQA Guidelines Section 15273 Rates, Tolls, Fares, and Charges*, this activity is statutorily exempt from CEQA. According to this statutory exemption, CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of: (3) meeting financial reserve needs and requirements; and, (4) obtaining funds for capital projects, necessary to maintain service within existing service areas. Because the proposed fee modification is limited to an existing drainage service area established through the City's specific plan process in accordance CEQA, the City finds that the Rates, Tolls, Fares and Charges statutory exemption applies and no further CEQA action is required.

Respectfully Submitted,

Chris Kraft, Engineering Manager

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Exhibit A - Redline Ord

Exhibit B - Original 2 Basin Project Cost Estimate Comparison

Exhibit C - Table of Existing Fee and Proposed Updated Fee Per Land Use

Project Report 1 of 2

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
4.48.020, 4.48.050, 4.48.070 AND 4.48.140 OF CHAPTER 4.48 OF TITLE 4 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING PLEASANT GROVE/CURRY CREEK
WATERSHED DRAINAGE MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.48.020 of Chapter 4.48 of Title 4 of the Roseville Municipal
Code is hereby amended to read as follows:

4.48.020 Definitions.

The following words are defined for purposes of this chapter as follows:

- A. “Building permit” means the permit issued or required by the city for construction of any structure pursuant to and as defined by the building code.
- B. “Capital improvement program” means that list of proposed drainage facilities, improvements, or infrastructure totaling \$~~23,044,315.00~~23,576,744.69 (in 200517 dollars) included in the study.
- C. “Department” means the department of development services.
- D. “Director” means the director of the department.

E. “Facilities” means those public drainage facilities or infrastructure shown and included on the capital improvement program.

F. “Fee” or “drainage mitigation fee” means the fee established by this chapter. The fee shall be collected prior to the approval of any building permit. The fee shall be used solely to finance the facilities.

G. “Improvement plan” means a site plan of property proposed for development showing all required improvements that must be approved by the city prior to the issuance of a building permit for the property.

H. “Study” means the reports entitled “Pleasant Grove/Curry Creek Watershed Mitigation Fee Report Amended Hydrology Project Report for Fee Revisions^s” dated May 2006¹⁷ by Civil Engineering Solutions, Inc. The study is on file in the offices of the director and the city clerk.

I. “Drainage mitigation fund” means that special interest-bearing fund established pursuant to Section 4.49.030.

SECTION 2. Section 4.48.050 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is here amended to read as follows:

4.48.050 Watershed and soil boundaries.

The boundaries of the Pleasant Grove and Curry Creek watershed are established as shown on Exhibit PG-2 within the Study ~~that certain map~~ entitled “PGWMF Land Use Areas”

[Contributing to Impact](#)~~Pleasant Grove and Curry Creek Watershed Mitigation Boundary~~” dated [March 2017](#)~~August 2006~~ which is on file in the office of the city clerk and the director and is incorporated herein by this reference.

SECTION 3. Section 4.48.070 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.48.070 Drainage mitigation fee.

The fee within the Pleasant Grove and Curry Creek watersheds shall be:

Land Use Category	Fees
Low Density Residential (LDR): less than 7 units/acre	\$494.93 372.03 /unit
Medium Density Residential (MDR): 7 to 12.9 units/acre	\$494.93 372.03 /unit
High Density Residential (HDR): 13 units/acre or higher	\$408.23 306.93 /unit
Neighborhood Commercial (NC)	\$6,423.12 4,822.99 /acre

Community Commercial (CC)	\$ <u>6,423.12</u> 4,822.99 /acre
Regional Commercial (RC)	\$ <u>6,423.12</u> 4,822.99 /acre
Business Professional (BP)	\$ <u>6,423.12</u> 4,822.99 /acre
Light Industrial (LI)	\$ <u>6,423.12</u> 4,822.99 /acre
General Industrial (IND)	\$ <u>6,423.12</u> 4,822.99 /acre

SECTION 4. Section 4.48.140 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.48.140 Inflationary adjustments.

The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2013. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, ~~2013~~2018 by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT 'B'

2017 Pleasant Grove/Curry Creek Watershed Mitigation Fee Update

Original 2 Basin Project Cost Estimate Comparison

This Compares the 2002 Cost Estimate for the construction of both the North and South Basins adjusted for inflation to the cost estimates reported in the updated Drainage Fee Updated Report

Year	20 Cities Average CCI	SF CCI	Average of 20 Cities Average & SF CCI	Estimated 2002 Cost Adjusted for Inflation	2017 Fee Update Cost Estimate
May-02	6512.21	7521.77	7016.99	\$14,913,000  \$23,785,183	
May-03	6641.98	7822.94	7232.46		
May-04	7064.14	8106.55	7585.35		
May-05	7398.03	8260.41	7829.22		
May-06	7690.72	8445.69	8068.21		
May-07	7942.00	9116.72	8529.36		
May-08	8140.61	9174.42	8657.52		
May-09	8573.87	9748.42	9161.15		
May-10	8761.47	9885.92	9323.70		
May-11	9034.67	10161.54	9598.11		
May-12	9289.65	10386.04	9837.85		
May-13	9515.86	10383.09	9949.48		
May-14	9795.92	10895.84	10345.88		
May-15	10036.38	11169.32	10602.85		
May-16	10315.44	11550.4	10932.92		
May-17	10692.17	11691.03	11191.60		\$23,576,744

2017 Updated Fee Report			CCI Adjustment 2002-2017	Increase in Actual Cost 2002 Compared to 2017	Difference in 2002 Plus CCI Compared to 2017 Cost
South Basin	North Basin	Total			
\$ 16,390,940	\$ 7,185,804	\$ 23,576,744	59.49%	58.10%	-0.88%

EXHIBIT 'C'

2017 Pleasant Grove/Curry Creek Watershed Mitigation Fee Update

Comparison of Existing Fee Schedule to Proposed 2017 Fee Update Per Land Use Type

Land Use Type	Unit	Existing Fee July 2017	Proposed Updated Fee
LDR	Per Unit	\$465.03	\$494.93
MDR	Per Unit	\$465.03	\$494.93
HDR	Per Unit	\$383.57	\$408.23
NC	Per Acre	\$6,035.03	\$6,423.12
CC	Per Acre	\$6,035.03	\$6,423.12
RC	Per Acre	\$6,035.03	\$6,423.12
BP	Per Acre	\$6,035.03	\$6,423.12
LI	Per Acre	\$6,035.03	\$6,423.12
IND	Per Acre	\$6,035.03	\$6,423.12

FINAL DRAFT

**PLEASANT GROVE/CURRY CREEK
WATERSHED MITIGATION FEE**

CITY OF ROSEVILLE

**AMENDED
HYDROLOGY
PROJECT REPORT
FOR
FEE REVISIONS**

MAY 2017

Prepared for:

City of Roseville

Prepared By:

CIVIL ENGINEERING



SOLUTIONS, INC.

**590 E Street
Lincoln, CA 95648
(916) 645-5700**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
LIST OF TABLES:	3
LIST OF APPENDICES:	3
A. EXECUTIVE SUMMARY	4
I. INTRODUCTION	5
/PURPOSE	5
II. WATERSHED CHARACTERISTICS	8
III. WATERSHED STUDY HISTORY	9
1. The "Northwest Roseville Specific Plan"	9
2. The "Northwest Specific Drainage Plan"	9
3. The "Auburn Ravine, Coon and Pleasant Grove Creeks Flood Mitigation Plan"	9
4. The "Pleasant Grove Watershed Mitigation Fee Adjustment for the Del Webb Specific Plan"	9
5. The "Report on Additional Mitigation within the Cross Canal Watershed"	10
6. Summary Retention Volume Analysis for Memorandum of Understanding Transition Area	10
7. Reason Farms Retention Basin Final Conceptual Design Report	10
IV. DRAINAGE ANALYSIS	11
V. MAJOR ASSUMPTIONS	11
VI. ANALYSIS - EVALUATION OF CURRENT AND PROPOSED DEVELOPMENTS WITHIN THE PLEASANT GROVE WATERSHED	13
1. Infill Area	13
VII. DETERMINATION OF TOTAL DEVELOPMENT IMPACTS	15
A. PRECIPITATION DESIGN STORM	15
B. LAND USE ASSUMPTIONS	17
C. HYDROLOGIC SOIL ASSUMPTIONS	18
VIII. MITIGATION FACILITY COMPONENTS	23
IX. COST ALLOCATION	27
X. FEE BASIS	32
XI. CONCLUSION AND RECOMMENDATIONS	35

LIST OF TABLES:

TABLE A – CURRENT FEE.....	6
TABLE I – Summary of Development Impact Areas and Land Use.....	13
TABLE I - 1986 8-DAY RAINFALL TOTALS.....	15
TABLE IB – DETAILED PRECIPITATION.....	16
TABLE IC – 8-DAY RUNOFF vs. INFILTRATION (by infiltration rate):.....	17
TABLE II - CONSTANT INFILTRATION RATES BY LAND USE AND HYDROLOGIC SOIL TYPE	20
TABLE III - IMPACT FACTORS (by land use and hydrologic soil group)	21
TABLE IV – City Development Impacts by Plan Area.....	22
TABLE V-A – Alternative A Remaining Design and Construction Costs for Project Components	27
TABLE V-B – Alternative B Remaining Design and Construction Costs for Project Components	27
TABLE VI-A1 – ALTERNATIVE A ESTIMATED COSTS -REASON FARMS RETENTION BASIN-FEE DETERMINATION BASIS – SOUTHERN BASIN COSTS	28
TABLE VI-A2 - ESTIMATED COSTS - REASON FARMS RETENTION BASIN-FEE DETERMINATION BASIS – NORTH BASIN COST	29
TABLE VI-B1 – ALTERNATIVE A ESTIMATED COSTS -REASON FARMS RETENTION BASIN-FEE DETERMINATION BASIS – SOUTHERN EXCAVATED BASIN 2250 AF COSTS	30
TABLE VI-A2 - ESTIMATED COSTS - REASON FARMS RETENTION BASIN-FEE DETERMINATION BASIS – MINIMIZED STREAM RESTORATION COSTS	31
TABLE VII-A1 – COMBINED AREA FEES – ALTERNATIVE A with AMORUSO RANCH CONTRIBUTING.....	33
TABLE VII-A2 – COMBINED AREA FEES – ALTERNATIVE A without AMORUSO RANCH CONTRIBUTING	33
TABLE VII-B1 – COMBINED AREA FEES – ALTERNATIVE B with AMORUSO RANCH CONTRIBUTING	34
TABLE VII-B2 – COMBINED AREA FEES – ALTERNATIVE B without AMORUSO RANCH CONTRIBUTING	34

LIST OF APPENDICES:

- A. COST ESTIMATE BASIS OF UNIT PRICES
- B. FEE BASIS CALCULATIONS
- C. TECHNICAL MEMORANDUM ON IMPACT CHANGES AND PROJECT ALTERNATIVES
- C. OVERSIZED EXHIBITS

A. EXECUTIVE SUMMARY

The 2017 Pleasant Grove/Curry Creek Watershed Mitigation Fee update has updated the hydrological analysis to compute the volumetric storage needs that mitigate the increase in volumetric releases from the City from pre-project (1990) conditions to future buildout of the City's General Plan. The updated hydrologic modeling concludes that the City needs 2,250 ac-feet of storage to mitigate the impact. This volume increase will be accommodated within the previously adopted concept plans that was produced in 2002 by PWA/URS Consultants and evaluated with the approved Program Level EIR of 2003.

The project consists of two storage basins located on either side (north and south) of Pleasant Grove Creek within the Al Johnson Wildlife Area. The total storage volume available from the combined basins is 2,530 ac-feet.

The estimated cost to complete the construction of the flood control project has been updated to include current construction costs. As of December 31, 2016, the total revenues to the Drainage Mitigation account including interest was \$21,898,866.51 with a total of \$13,038,053.12 being expensed for land purchases, the preparation of the conceptual design report and the program level EIR, and various updates. The remaining balance in the account as of December 31, 2016 is \$8,860,813.39. The costs to construct the flood control project minus the monies on hand have been divided by the remaining yet to be developed land uses to determine the updated drainage impact fee. The following Table shows the existing fee and the proposed updated fee to each land use type.

FEE ITEM	UNIT	Total Land Use Acreage or Lot Count Remaining	Current Fee	2017 Proposed Fee w/o ARSP Contributing	2017 Proposed Fee w/ ARSP Contributing
LDR	Per Unit	7719.0	\$ 451.00	\$ 494.93	\$ 453.79
MDR	Per Unit	5018.0	\$ 451.00	\$ 494.93	\$ 453.79
HDR	Per Unit	5753.0	\$ 372.00	\$ 408.23	\$ 374.30
NC	Per Acre	8.9	\$ 5,853.00	\$ 6,423.12	\$ 5,889.21
CC	Per Acre	386.4	\$ 5,853.00	\$ 6,423.12	\$ 5,889.21
RC	Per Acre	1.0	\$ 5,853.00	\$ 6,423.12	\$ 5,889.21
BP	Per Acre	92.7	\$ 5,853.00	\$ 6,423.12	\$ 5,889.21
LI	Per Acre	279.4	\$ 5,853.00	\$ 6,423.12	\$ 5,889.21
IND	Per Acre	175.6	\$ 5,853.00	\$ 6,423.12	\$ 5,889.21

An alternate single basin option was evaluated. A single basin project would reduce future operational and maintenance costs, and is feasible with the further excavation of the Southern Basin to incorporate the additional needed volumes. An alternate project concept would require additional study and an update of the currently approved Program Level EIR. Any changes to the approved conceptual plans and update to the environmental analysis can be further evaluated at the time that the City moves forward with the final design of the project but are not made part of this fee update at this time.

I. INTRODUCTION/PURPOSE

Since 1990, the City of Roseville has recognized the need for a Regional Mitigation facility to mitigate volumetric impacts from discharging west of the City to areas within Sutter County which can experience flooding. This report applies only to proposed developments within the City of Roseville.

This Pleasant Grove Watershed Mitigation Fee report presents an analysis to determine the total runoff volumetric stormwater impacts resulting from development within the City and which discharge to downstream lands west of the City. Beginning in 1990 the City began to collect a drainage impact fee to be used for a City wide solution that would address this impact. Since the inception of the fee and from time to time the fee has been updated to account for methodology changes, cost adjustments, and newly annexed properties. This update revisits the hydrologic assumptions and methodologies that compute the total runoff volume impacts for the future build-out of the City's current General Plan since the pre-project condition prior to 1990, updates construction costs, includes newly approved Amoruso Ranch Specific Plan area, and re-spreads the fee across the remaining yet to be developed properties within the City and reassesses the Drainage Impact Fee to ensure that adequate funds are collected to complete the project.

This update to the Pleasant Grove/Curry Creek Watershed Mitigation Fee report presents an analysis that determines the total runoff volume (measured in acre feet) impact resulting from development areas within the City of Roseville based on the historic 8-day, (rainfall adjusted to 100-year) storm event of 1986 and the standards within the Placer County Flood Control and Water Conservation District Stormwater Management Manual dated September 1990 (amended 1994, and again in 2004). Additionally, the impact analysis for development currently participating in the Pleasant Grove/Curry Creek Mitigation Fee Program will be updated using the same methodology and standards.

The Pleasant Grove/Curry Creek Mitigation Fee analysis was first introduced in May 1990. Development areas were added to the fee program in 1993. The developments included in the May 1990 & 1993 analysis were the North West Roseville Specific Plan, North Central Specific Plan, North Industrial Plan Area, Infill Plan Area and the Del Webb Specific Plan. The 8-day, 100-year storm event was used in both the 1990 and 1993 initial studies and resulted in the preparation of a Conceptual Design Report (PWA/URS, 2002) that identified the Reason Farms Retention Basin comprising of two retention basins, one each on either side of Pleasant Grove Creek downstream of the City. The southern basin was specified to store 1,850 ac-ft and the northern basin 680 ac-ft. A Final program level Environmental Impact Report (EIR) based on the conceptual design was approved in 2003 and in 2004 the City purchased the Reason Farms/Warrick properties (now known as the Al Johnson Wildlife Preserve) with drainage impact fees previously collected to date.

The most recent update to the fee program occurred in 2006, which continued to analyze the same historic 8-day 100-year storm event as the initial 1990 & 1993 studies, but updated the methodology and assumptions that calculate the runoff volumes based on the current agency requirements and standards. This same 8-day 100-year event is the same design criteria used by

the City of Lincoln for the Twelve Bridges (City of Lincoln 1999), which resulted in a settlement agreement between Sutter County and the City of Lincoln and which will be used in this report for consistency.

The 2006 update included the Memorandum of Understanding (MOU) Areas 1 and 2, the Fiddymont property and Westpark as well as all the specific plan areas in the Pleasant Grove Creek watershed and the Curry Creek watershed, within the City of Roseville at that time. As a result of modifications of the hydrologic methodology within the Placer County Flood Control and Water Conservation District Stormwater Management Manual, the volumetric impacts of the MOU areas were adjusted and the mitigated volume requirements were reduced. As a result, it was determined that the southern basin was more than sufficient to retain and mitigate the impacts computed in that analysis and the northern basin was removed from the cost estimates and computed fees. Costs for construction of the southern basin were also modified for additional Division of Safety of Dams requirements and the potential “rice as wetlands” impacts. In addition, minor changes to account for variable amounts of landscaping by specific plan areas were made.

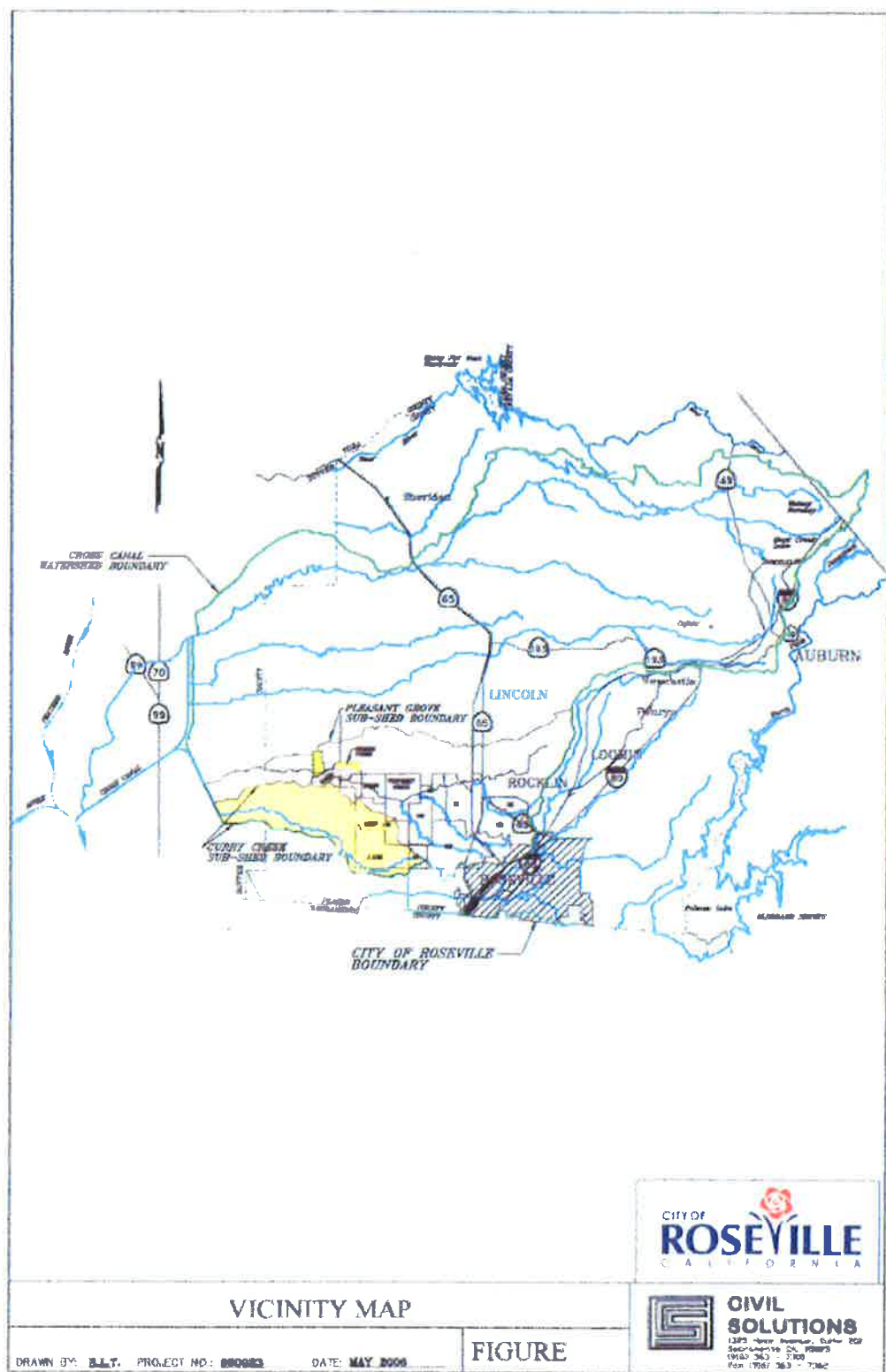
This 2017 update re-verifies land use assumptions, incorporates the final design parameters for Sierra Vista Specific Plan, West Roseville Specific Plan and the Creekview Specific Plan, incorporates an updated Water Balance methodology for computing impact rates by land use type, and adds analysis for the Memorandum of Understanding Development Areas known as Amoruso Ranch Specific Plan.

Exhibit PG-1 shows the Specific Plan Development Areas within the Pleasant Grove and Curry Creek Watershed limits.

The Current Fee Rates being collected by the City are:

TABLE A – CURRENT FEE

FEE ITEM	UNIT	Total Land Use Acreage or Lot Count Remaining	Current Fee
LDR	Per Unit	7719.0	\$ 451.00
MDR	Per Unit	5018.0	\$ 451.00
HDR	Per Unit	5753.0	\$ 372.00
NC	Per Acre	8.9	\$ 5,853.00
CC	Per Acre	386.4	\$ 5,853.00
RC	Per Acre	1.0	\$ 5,853.00
BP	Per Acre	92.7	\$ 5,853.00
LI	Per Acre	279.4	\$ 5,853.00
IND	Per Acre	175.6	\$ 5,853.00



II. WATERSHED CHARACTERISTICS

The projects identified in this report are part of the regional watershed identified as “The Cross Canal Watershed”. The Cross Canal watershed incorporates approximately 292 square miles of land in western Placer County and includes several creeks and tributaries . The main watersheds which discharge into the Cross Canal are Auburn Ravine, Markham Ravine, Pleasant Grove Creek, Coon Creek and Curry Creek.

The development impacts assessed with this report are located within both the Pleasant Grove Creek watershed and the Curry Creek watersheds. Discharge from the Curry Creek watershed has the potential to impact Sutter County, and is therefore, included in the total analysis.

The Pleasant Grove Creek watershed includes approximately 46.5 square miles of partially developed land and generally slopes from east to west to the Cross Canal. The watershed ranges in elevation from 300', near the Town of Loomis, to elevation 45.0', near Sutter County. Bordering Placer County to the west, Sutter County is located west of the City of Roseville's Wastewater Treatment Plant, and the City's Reason Farms Properties.

Oversized Exhibit PG-1 shows the City's Specific Plan development areas within the Pleasant Grove and Curry Creek Watersheds, and shows their context relative to the downstream flooding concerns.

III. WATERSHED STUDY HISTORY

Since the late 1980's, several reports have evaluated the potential developmental impacts from Pleasant Grove Creek and the Cross Canal Watershed. A summary of the reports listed below include all the same developments and watersheds, however, the HEC-1 methodology and soils assumptions may vary with each report. This report did not attempt to review and compare the assumptions between each report, but the assumptions used in this report are consistent with the required standards in the Placer County Stormwater Management and the City of Roseville Drainage Manuals.

1. *The "Northwest Roseville Specific Plan"* prepared in 1989 contained the results of a preliminary study performed by Gill & Pulver Engineers and Morton & Pitalo, Inc.
2. *The "Northwest Specific Drainage Plan"* prepared by Aqua Resources and dated May 1990 analyzed the volume impacts for the following development areas within the City of Roseville:
 - I. Northwest Specific Plan Area
 - II. North Central Specific Plan Area
 - III. Industrial area along Foothills Boulevard
 - IV. The remaining areas of the City of Roseville
3. *The "Auburn Ravine, Coon and Pleasant Grove Creeks Flood Mitigation Plan"* by CH2M Hill and dated June 1993, was developed for the Placer County Flood Control District to analyze the entire Cross Canal Watershed to Sutter County boundary. This analysis estimated peak flows throughout each of the creeks. These peak flows discharge into the cross canal (Auburn, Coon, Pleasant Grove, Markham, and Curry) also, the analysis determined the flooding impacts from future developments throughout western Placer County. The HEC-1 models and subsheds developed for this analysis are still used today.

Major findings listed in this report indicate that the major flooding in the Cross Canal watershed occurs as ponding and overland flow from many square miles of land east of the Natomas Cross Canal. Road crossings, land leveling, and channelization within the lower portion of the watershed have likely contributed to the frequency and amount of flooding. This analysis also estimated that flooding depths will increase approximately 0.1' (1/10 of one foot) upstream of the Cross Canal from unmitigated future build out of Placer County.
4. *The "Pleasant Grove Watershed Mitigation Fee Adjustment for the Del Webb Specific Plan"* by The Earth Technology Corporation dated August 6, 1993 analyzed the additional runoff volume and additional cost required to mitigate the Del Webb development impacts.

5. The "Report on Additional Mitigation within the Cross Canal Watershed" by Schaaf & Wheeler and dated July 30, 1998 reported possible flood mitigation measures that could be funded for the Pleasant Grove area of Sutter County. The following is a summary of recommended mitigation measures from the study:

- I. Elevate residential structures east of the Western Pacific Railroad above the base flood elevations
- II. Protect the Pleasant Grove School, fire station and police station with low berms or flood walls.
- III. Increase protection to structures west of the Western Pacific Railroad by reinforcing levees.
- IV. Elevate key roads to maintain access to flooded areas.
- V. Improve conveyance to local runoff by constructing levees or excavating channels.

As far as we are aware, the findings of this report did not quantify costs of improvements or identify how much of the identified improvements were needed as a result of the activities in Placer County.

6. *Summary Retention Volume Analysis for Memorandum of Understanding Transition Area* prepared by Wood Rogers Inc. dated November 2001 which included the Westpark, 2 MOU areas and the Fiddymont Properties.
7. *Reason Farms Retention Basin Final Conceptual Design Report* prepared by PWA in association with URS and dated May 24, 2002 deals with preliminary sizing and costs for regional retention facility.
8. Each Specific Plan has performed a Master Plan which has assessed the estimated volumetric impacts of each project.
9. *Creekview Specific Plan – Integration of the Bypass Channel Design into the Reason Farms Facility* prepared by CESI, dated December 2010. This study presents the alternative for the Creekview Bypass Channel design and how it will be integrated into the Reason Farms South Basin design.
10. Previous editions of this Fee Basis Analysis, most recently prepared in 2006.

IV. DRAINAGE ANALYSIS

The impact analysis was performed using the 8-day storm duration and methodology from the Placer County Stormwater Management Manual. The difference between the existing pre 1990 conditions and future General Plan build-out conditions volume runoff (in acre-feet) were used as the volume to be mitigated. It was determined that volume impacts were uniform throughout the City, contingent on the following factors: land use, soil type, and elevation. See section VII for design parameters.

V. MAJOR ASSUMPTIONS

The magnitude of this project requires the assumptions in the hydrologic models to be consistent with all pertinent available information. The following are the major assumptions made in this analysis.

1. The land use estimates for the various projects were consistent with the City of Roseville Planning Department's quarterly development activity report published in December of 2016. The current available fund balance within the drainage impact fund account as of December 31, 2016 was \$6,613,664.00. GIS data for land use, and undeveloped properties were obtained based on August 31, 2016, and adjusted for the lots developed between August and December of 2016. Funds already expended have purchased the Reason Farms property, the preparation of the Program level EIR and Conceptual Design Report prepared by PWA/URS, and Fee Update studies. Funds previously expended and collected will not be used in this analysis. The Fee will be based on remaining program costs, and the available undeveloped properties yet to pay those costs.
2. The basis for design of a mitigation facility was based on the preferred design alternatives of the "Reason Farms Retention Basin Final Conceptual Design Report" prepared by PWA in Association with URS dated May 24, 2002. However, the designs of that plan were "truthed" with 3-D analysis, and revised quantities are included. In addition, the designs were altered to balance earthwork in the South Basin, connect the south Basin to the Creekview Bypass Channel. Alternative designs were prepared in order to develop cost alternatives for additional storage requirements of this revised impact analysis, which include: excavated Southern basin to store 2250 AF, Excavated Southern Basin to store 2500 AF, North Basin Construction to store 680 AF, and a University Creek Stream Restoration Project only alternative.
3. Cost estimate quantities and unit prices have been updated in this analysis to match the updated project layout, and current construction costs. CESI has worked with AuClair Consulting, a consulting engineer familiar with current construction costs, who defined construction cost unit prices that are used in the cost estimates. Michael Thomas Consulting also contributed to review of the cost estimates for the project construction alternatives. Unit prices from the winning bid (April 2017) of the

Antelope Creek Flood Control Project were also used in estimating unit prices for construction items in this project.

VI. ANALYSIS - EVALUATION OF CURRENT AND PROPOSED DEVELOPMENTS WITHIN THE PLEASANT GROVE WATERSHED

This analysis includes an assessment of the development areas currently included in the 1990 Pleasant Grove Creek Mitigation Fee Report and subsequent updates, as well as recently approved plan areas for the westerly expansion of the City.

The following development areas totaling approximately 18,155 acres are included in this Pleasant Grove Mitigation Fee Project Analysis for impact assessments

1. Del Webb Specific Plan Area
2. North Central Specific Plan Area
4. Northwest Specific Plan Area
4. North Industrial Plan Area
5. North Roseville Specific Plan Area
6. Highland Reserve North Area
7. West Roseville Specific Plan (Westpark and Fiddymont)
8. Infill Area
9. Sierra Vista Specific Plan
10. Creekview Specific Plan
11. Amoruso Ranch Specific Plan

The Summary of Land use for each plan by area is presented in TABLE 1.

TABLE 1 – Summary of Development Impact Areas and Land Use

NAME	Del Webb	North Central	Northwest	North Industrial	North Roseville	Highland Reserve	West Roseville	Infill	Sierra Vista	Creekview	MOA	Amoruso
CODE	DW	NC	NW	NI	NR	HR	WR	II	SV	CV	MO	AR
LANDUSE												
RYAD	82.7	121.8	156.8	93.7	106.3	11.3	112	0.7	157.7	30.1		46.5
LOR	664.8	634.9	1495.3	234.5	316.2	248.8	1593.2	29.8	703.9	160		243.3
U	1	57.8	0	804.1	0	0	65.1	38.2	0	0		0
OS	37.7	214.5	204.8	171.2	185.1	37.3	736	1732.6	317.4	13.7		143
CC	12.7	173.3	112.1	60.2	81.3	162.5	67.3	10.5	237.4	18.1		51.5
IND	0	0.3	0	495.1	0	0	32.9	0	0	0		0
PROP	4.5	50.2	79.1	0.7	58.4	43.5	118	187.8	71.7	16.1		17.3
MDR	0	45.5	122.4	80.4	53.2	0	130	35.2	322.4	93.3		50.4
PR	377.8	34	347.1	52.8	114.7	37.2	251.9	5.2	185.1	15		22.5
HCR	1	83	83	21.0	42.3	45.5	117.7	0	59.4	18.3		38.3
RC	0	192.6	0	0	0	0	0	0	0	0		0
BP	0	197.5	0	5.4	0	0	0.1	8.5	0	0		0
HC	0	2.3	0	5.9	0	0	0	0	0	0		0
UR	0	0	0	0	0	0	0	0	10.1	0		19.3
TS	0	0	0	0	0	0	0	23.7	0	0		0
TOTAL AREA	1215.2	1743.5	2600.4	2010.5	1468.9	624.1	3278.2	2054.3	2051.1	453.9		543.3

Oversized Exhibit PG-2 identifies the Land Use areas which contribute to the total impact calculations.

1. Infill Area

Note for the Infill Area, a special analysis was performed to determine which land use areas of the plan were developed in 1992 when this fee was established. Much of this area was developed before this time, and are not considered part of the development impacts to be

mitigated by this fee. The Infill areas limits have been revised since 2006 to include the Reason Farms property, and the Waste Water Treatment Plan.

VII. DETERMINATION OF TOTAL DEVELOPMENT IMPACTS

This section details the hydrologic information and assumptions used to generate the existing and developed runoff volumes for the various development areas and land uses. The HEC-1 input analysis was based on parameters and techniques specified in the Placer County Flood Control and Water Conservation District's Stormwater Management Manual (SWMM) dated 1990.

The purpose of this section of the report is to analyze how the 1986 8-day 100-year design storm rainfall impacts the various land uses within each of the developments and determine the runoff volume difference between existing and developed conditions. Additional information presented outside of the context of the SWMM will be referenced.

A. PRECIPITATION DESIGN STORM

To estimate the volume increases in runoff from General Plan development build-out, since 1990 within the Pleasant Grove and Curry Creek watershed boundaries, which are both tributary to the Natomas Cross Canal, a "rainfall excess" computation using 8-day storm duration was performed. The precipitation data was originally developed from gages after the mid February 1986 storm events (worst 8-days on record) as measured at the Roseville Filtration Plant. The precipitation values were then adjusted so the sum of the values for the 8-day period would equal the 100-year precipitation amounts specified in the Placer County Stormwater Management Manual (SWMM). The results are estimated 100-year precipitation data for the 200-foot elevation (per the manual). The total amount of precipitation for the 8-day period is 10.48 inches.

The storm that makes up the basis produces precipitation distributed as shown in the following table:

TABLE I - 1986 8-DAY RAINFALL TOTALS

Adjusted to 100-year 8-day Event Totals

Day	1	2	3	4	5	6	7	8
Incremental Rainfall (in.)	1.07	.25	.49	1.21	1.27	2.10	3.99	.10
Accumulative Rainfall (in.)	1.07	1.32	1.81	3.02	4.29	6.39	10.38	10.48

An 8-day duration storm was chosen for this analysis because the accumulated runoff volumes over long duration storms have impacted low lying residents in Sutter County. A 10-minute time step (the time interval between calculations of flow rates) was utilized in the HEC-1 calculations to be consistent with previous analysis reviewed by Sutter County Public Works.

Precipitation does not occur in this event after hour 178. Precipitation for the rainfall is distributed in 1 hour time increments per the following table:

TABLE IB – DETAILED PRECIPITATION

Time Increment (days)	Time Increment (hours)	Precip. (inches)	Time Increment (days)	Time Increment (hours)	Precip. (inches)	Time Increment (days)	Time Increment (hours)	Precip. (inches)
0.00	0	0	2.50	60	0.03	5.00	120	0.05
0.04	1	0.05	2.54	61	0	5.04	121	0.01
0.08	2	0.1	2.58	62	0.01	5.08	122	0.02
0.13	3	0.07	2.63	63	0	5.13	123	0.03
0.17	4	0.02	2.67	64	0	5.17	124	0.02
0.21	5	0.01	2.71	65	0.01	5.21	125	0.1
0.25	6	0.02	2.75	66	0.02	5.25	126	0.19
0.29	7	0	2.79	67	0.01	5.29	127	0.11
0.33	8	0	2.83	68	0.01	5.33	128	0.04
0.38	9	0	2.88	69	0.01	5.38	129	0.26
0.42	10	0.02	2.92	70	0.02	5.42	130	0.2
0.46	11	0.06	2.96	71	0.01	5.46	131	0.04
0.50	12	0.04	3.00	72	0.12	5.50	132	0.01
0.54	13	0.13	3.04	73	0.5	5.54	133	0
0.58	14	0.05	3.08	74	0.01	5.58	134	0.1
0.63	15	0.06	3.13	75	0	5.63	135	0.07
0.67	16	0.08	3.17	76	0.07	5.67	136	0.11
0.71	17	0.06	3.21	77	0.04	5.71	137	0.12
0.75	18	0.2	3.25	78	0.03	5.75	138	0.15
0.79	19	0.02	3.29	79	0.15	5.79	139	0.1
0.83	20	0.03	3.33	80	0.02	5.83	140	0.25
0.88	21	0.02	3.38	81	0.03	5.88	141	0.01
0.92	22	0.02	3.42	82	0.01	5.92	142	0.04
0.96	23	0	3.46	83	0.06	5.96	143	0
1.00	24	0.01	3.50	84	0.02	6.00	144	0
1.04	25	0.02	3.54	85	0.02	6.04	145	0.01
1.08	26	0.02	3.58	86	0.02	6.08	146	0.02
1.13	27	0	3.63	87	0.02	6.13	147	0
1.17	28	0	3.67	88	0	6.17	148	0
1.21	29	0	3.71	89	0.02	6.21	149	0
1.25	30	0	3.75	90	0.04	6.25	150	0
1.29	31	0	3.79	91	0.01	6.29	151	0.01
1.33	32	0	3.83	92	0.01	6.33	152	0.01
1.38	33	0	3.88	93	0	6.38	153	0.01
1.42	34	0	3.92	94	0	6.42	154	0.01
1.46	35	0	3.96	95	0	6.46	155	0.08
1.50	36	0	4.00	96	0	6.50	156	0.01
1.54	37	0	4.04	97	0	6.54	157	0
1.58	38	0	4.08	98	0.05	6.58	158	0
1.63	39	0	4.13	99	0.03	6.63	159	1.15
1.67	40	0	4.17	100	0.02	6.67	160	0.15
1.71	41	0.02	4.21	101	0.04	6.71	161	0.15
1.75	42	0.12	4.25	102	0.02	6.75	162	0.25
1.79	43	0.03	4.29	103	0	6.79	163	0.8
1.83	44	0.03	4.33	104	0	6.83	164	1
1.88	45	0	4.38	105	0	6.88	165	0.2
1.92	46	0	4.42	106	0.03	6.92	166	0.13
1.96	47	0	4.46	107	0.03	6.96	167	0.05
2.00	48	0	4.50	108	0.1	7.00	168	0.01
2.04	49	0	4.54	109	0.08	7.04	169	0
2.08	50	0	4.58	110	0.09	7.08	170	0
2.13	51	0.05	4.63	111	0.08	7.13	171	0
2.17	52	0.04	4.67	112	0.25	7.17	172	0
2.21	53	0.01	4.71	113	0.2	7.21	173	0.01
2.25	54	0	4.75	114	0.08	7.25	174	0.01
2.29	55	0.05	4.79	115	0.06	7.29	175	0
2.33	56	0.02	4.83	116	0.05	7.33	176	0.01
2.38	57	0.03	4.88	117	0.05	7.38	177	0
2.42	58	0.02	4.92	118	0.01	7.42	178	0.01
2.46	59	0.15	4.96	119	0.07			

Volume totals of runoff can be computed directly via the Rainfall Excess methodology. This mathematical method assumes that runoff volumes can be directly calculated as the total amount of rainfall that exceeds the 1-hour infiltration rates. For the condition where 1-hour infiltration rates exceed the rainfall amount, no runoffs occurs (this is an assumption of the mathematical model). Therefore, for each assumed constant pervious area infiltration rate, a rainfall excess can be calculated for the pervious areas. To quantify the impacts of development the post-project pervious area infiltration is subtracted from the pre-project pervious area infiltration to determine the net volumetric

impact for the 8-day 100-year event. The estimated impact quantities are summarized in the following summary shown in section V-B.

TABLE IC – 8-DAY RUNOFF vs. INFILTRATION (by infiltration rate):

**Computation of Runoff Excess
By Infiltration Rate
For 200 Foot Elevation 8-day 100-year
Placer County SWMM Event**

Infiltration Rate (in/hour)	Total Excess Runoff (inches)	Total Infiltration (inches)
0	10.47	0.01
0.01	9.22	1.26
0.02	8.25	2.23
0.03	7.52	2.96
0.04	6.9	3.58
0.05	6.36	4.12
0.06	5.91	4.57
0.07	5.51	4.97
0.08	5.15	5.33
0.09	4.84	5.64
0.1	4.54	5.94
0.11	4.29	6.19
0.12	4.06	6.42
0.13	3.86	6.62
0.14	3.68	6.8
0.15	3.5	6.98
0.16	3.37	7.11
0.17	3.24	7.24
0.18	3.11	7.37
0.19	2.98	7.5
0.2	2.86	7.62
0.21	2.78	7.7
0.22	2.7	7.78
0.23	2.62	7.86
0.24	2.54	7.94
0.25	2.46	8.02
0.26	2.41	8.07
0.27	2.37	8.11
0.28	2.33	8.15
0.29	2.29	8.19
0.3	2.25	8.23

B. LAND USE ASSUMPTIONS

An assessment of the various land uses and the estimated percent impervious requirements used in the hydrologic analysis of this report was estimated using the “Land Use Elements” from the City of Roseville’s General Plan dated November 1998. Roseville’s Land Use document described the typical dwelling units per gross acreage and the minimum and maximum densities for each residential land uses. The percent

impervious coverage was estimated from typical projects previously approved by the City of Roseville, and is consistent with the previous 1990 Pleasant Grove Creek Mitigation Fee study. A summary description from the Roseville's General Plan of the major land uses are described below.

Low Density Residential (LDR) - Comprises the majority of the City of Roseville housing supply with lots ranging from 6,000 to 7,500 square feet. Standard dwelling units per gross area range from .5 to 6.9 units per acre. Typically, low density residential lands require minimal grading or disturbance of natural features.

Medium Density Residential (MDR) - Typical land uses are small lot single family, half-plexes, townhouses, condominiums, and mobile home parks. Standard dwelling units range from 7.0 to 12.9 dwelling units per gross acre.

High Density Residential (HDR) - The primary uses are multiple family dwellings in attached units, public parks, resource preservation and open space areas normally developed with apartments or condominiums with multiple story structures. This land use should be applied to lands adjacent to arterial streets, transit linkage, and close proximity to commercial services.

Commercial (CC, NC, RC,) - Community, neighborhood, and regional commercial are intended to accommodate services to surrounding neighborhoods. The various sites include, gas stations, child care facilities, shopping centers, and retail stores.

Business Professional (BP) - The primary uses for this category are professional government, hospitals, and clinics for small and large office uses. Limited commercial uses include banks, restaurants, day care centers, etc. The floor area ratios should range between 20% and 40%.

Industrial (LI, IND) - The light industrial land use category is applied to lands reserved for office, industrial, and development that uses very limited noise or pollutants. The general industrial land use category is intended for areas that tend to generate noise, odor, and smoke. The intent of the general category is to provide a place for industrial uses within the city limits that is properly buffered from other uses. Areas developed under this designation should be located with direct access to major roads, freeways or rail lines. Floor area ratios range from 20% - 50%.

C. HYDROLOGIC SOIL ASSUMPTIONS

The quantity and type of ground cover over a watershed will have a major impact on the infiltration capacity of a soil. The Soils Survey of Placer County, California (Western Part) dated July 1980 was utilized to determine the location of the hydrologic soils group within the City of Roseville limits. Hydrologic soils groups are utilized in watershed planning to estimate runoff from rainfall. The soils in the City of Roseville region as described by the Soils Conservation Service are relatively impervious in the pre-development condition with the majority found in Hydrologic Group D. However, soils

Group B and C are located in some parts of the proposed development areas. Soils Group A is not located within the City of Roseville's boundary limits. Hydrologic Soil Group's are assigned by the National Resource Conservation Service (NRCS) as shown in Exhibit PG-5 for the areas of this analysis. The hydrologic soils are classified in the following four groups:

1. Group A: consist of soils that have a high infiltration rate when thoroughly wet. These soils have a high rate of water transmission and low runoff potential. They are deep, well drained or excessively drained, and consist chiefly of sand, gravel, or both. No soils in the City of Roseville Area are in group A.
2. Group B: consist of soils having a moderate infiltration rate when thoroughly wet. These soils have moderate runoff potential. They are moderately deep well drained, and are medium in textured to moderately coarse textured.
3. Group C: consist of soils having a slow infiltration rate when thoroughly wet. These soils have a slow rate of water transmission and high runoff potential. They soil layer impedes downward movement of water and has a slow infiltration rate.
4. Group D: consist of soils having a slow infiltration rate when thoroughly wet. The rate of water transmission is very slow, and runoff potential is very high. This group includes:
 - i) clay soils that have high shrink-swell potential,
 - ii) soils that have a permanent high water table,
 - iii) soils that have a clay pan or clay layer at or near the surface, and
 - iv) soils that are shallow over nearly impervious material.

The constant soil infiltration rates listed on Table II by land use are from Table 5-3 in the Placer County Stormwater Management Manual dated September 1, 1990. A detailed soils map in the back of this report (Sheet 1A) shows the hydrologic group locations within the specific land uses in the analysis. Hydrologic soils group Type D encompasses approximately 90% of the City of Roseville with Type B and C the other 10%.

Alternative methods for computing infiltration losses are available, but the Placer County Stormwater Management Manual (SWMM) recommends the use of a constant infiltration rate in the HEC-1 application.

TABLE II - CONSTANT INFILTRATION RATES BY LAND USE AND HYDROLOGIC SOIL TYPE

		% Impervious	Pervious Infiltration RATES			
			TYPE A	TYPE B	TYPE C	TYPE D
LDR	LOW DENSITY RESIDENTIAL	40	0.48	0.25	0.16	0.12
LDR	LOW DENSITY RESIDENTIAL AGE RESTR.	40	0.48	0.25	0.16	0.12
MDR	MEDIUM DENSITY RESIDENTIAL	50	0.48	0.25	0.16	0.12
HDR	HIGH DENSITY RESIDENTIAL	60	0.48	0.25	0.16	0.12
NC	NEIGHBORHOOD COMMERCIAL	70	0.48	0.25	0.16	0.12
CC	COMMUNITY COMMERCIAL	70	0.48	0.25	0.16	0.12
RC	REGIONAL COMMERCIAL	70	0.48	0.25	0.16	0.12
BP	BUSINESS PROFESSIONAL	70	0.48	0.25	0.16	0.12
CBD	CENTRAL BUSINESS DISTRICT	90	0.48	0.25	0.16	0.12
LI	LIGHT INDUSTRIAL	70	0.48	0.25	0.16	0.12
IND	GENERAL INDUSTRIAL	70	0.48	0.25	0.16	0.12
OS	OPEN SPACE	5	0.31	0.16	0.09	0.07
OS	OPEN SPACE PASEO	5	0.31	0.16	0.09	0.07
P/R	PARKS AND RECREATION	5	0.48	0.25	0.16	0.12
P/R	PARK	5	0.48	0.25	0.16	0.12
P/R	POCKET PARK	5	0.48	0.25	0.16	0.12
P/QP	PUBLIC/QUASI PUBLIC	50	0.48	0.25	0.16	0.12
UR	URBAN RESERVE	5	0.31	0.16	0.09	0.07
TR	TRANSFER STATION	70	0.32	0.17	0.11	0.08
R/W	RIGHT OF WAY	85	0.48	0.25	0.16	0.12

Table III below compares the factors and impact rates changes from the 2006 study to this current study. The Impact factors are Acre Feet of storage required per acre of that type of development. The Updated impact rates have been adjusted to reflect:

- Additional properties that were undeveloped in 1992 now being captured in the impact analysis and assigned to neighboring specific plan areas.
- Changes to the National Resource Conservation Service “Hydrologic Soils Group” classifications. (some Type D soils are now shown as Type C soils)
- Changes in the assumed values for infiltration rate and impervious fraction for some development types.
- Refinement of the water balance calculations to include a 1-hour time step.

These changes have a direct correlation with the volume impact of each developed property as seen in Tables III and IV. Oversized Exhibit PG-2 shows the Land Use Areas which remain to be developed and contribute to the Fee. Oversized Exhibit PG-5 shows the current NRCS hydrologic soil group.

TABLE III - IMPACT FACTORS (by land use and hydrologic soil group)

LAND USE TYPE	LAND USE DESCRIPTION	2006 Study % IMP	Current Study % IMP	Change % IMP	2006 Study inf rate (in/hr)	Current Study inf rate (in/hr)	Change inf rate (in/hr)	2006 Study impact rate (af/ac)	Current Study impact rate (af/ac)	Change impact rate (af/ac)
TYPE D SOILS										
LDR	Low Density Residential	40	40	0	0.12	0.12	0	0.072	0.094	0.0218
MDR	Medium Density Residential	50	50	0	0.12	0.12	0	0.126	0.149	0.0231
HDR	High Density Residential	65	60	-5	0.12	0.12	0	0.206	0.204	-0.0016
CC	Community Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
PR	Park	5	5	0	0.12	0.12	0	-0.115	-0.100	0.0151
P/QP	Public/Quasi Public	50	50	0	0.12	0.12	0	0.126	0.149	0.0231
ROAD	Roadways	85	85	0	0.12	0.12	0	0.313	0.343	0.0297
UR	Urban Reserve	5	2	-3	0.07	0.07	0	0	0	0
OS	Open Space	5	2	-3	0.07	0.07	0	0	0	0
LI	Light Industrial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
IND	Industrial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
RC	Regional Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
BP	Business Professional	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
NC	Neighborhood Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
TS	Transportation	70	70	0	0.08	0.12	0.04	0.26	0.260	-0.0003
TYPE C SOILS										
LDR	Low Density Residential	40	40	0	0.16	0.16	0	0.091	0.133	0.0321
MDR	Medium Density Residential	50	50	0	0.16	0.16	0	0.15	0.245	0.0948
HDR	High Density Residential	65	60	-5	0.16	0.16	0	0.239	0.307	0.0675
CC	Community Commercial	70	70	0	0.16	0.16	0	0.269	0.363	0.0932
PR	Park	5	5	0	0.16	0.16	0	-0.116	-0.033	0.0832
P/QP	Public/Quasi Public	50	50	0	0.16	0.16	0	0.15	0.245	0.0948
ROAD	Roadways	85	85	0	0.16	0.16	0	0.358	0.461	0.1023
UR	Urban Reserve	5	2	-3	0.09	0.12	0.03	0	0	0
OS	Open Space	5	2	-3	0.09	0.12	0.03	0	0	0
LI	Light Industrial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
IND	Industrial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
RC	Regional Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
BP	Business Professional	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
NC	Neighborhood Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
TS	Transportation	70	70	0	0.11	0.16	0.05	0.292	0.363	0.0762
TYPE A & B SOILS										
LDR	Low Density Residential	40	40	0	0.25	0.25	0	0.165	0.201	0.0346
MDR	Medium Density Residential	50	50	0	0.25	0.25	0	0.232	0.270	0.0368
HDR	High Density Residential	65	60	-5	0.25	0.25	0	0.331	0.339	0.0081
CC	Community Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
PR	Park	5	5	0	0.25	0.25	0	-0.054	-0.042	0.0117
P/QP	Public/Quasi Public	50	50	0	0.25	0.25	0	0.232	0.270	0.0368
ROAD	Roadways	85	85	0	0.25	0.25	0	0.464	0.513	0.0489
UR	Urban Reserve	5	2	-3	0.16	0.16	0	0	0	0
OS	Open Space	5	2	-3	0.16	0.16	0	0	0	0
LI	Light Industrial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
IND	Industrial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
RC	Regional Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
BP	Business Professional	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
NC	Neighborhood Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
TS	Transportation	70	70	0	0.17	0.25	0.08	0.382	0.409	0.0268

Table IV identifies the Total Impact Volumes by Specific Plan or Contributing project and compares them to values from previous studies. In addition to the impacts for development, the City has other projects which have made commitments to reserve storage volumes at this facility as listed in Table IV.

TABLE IV – City Development Impacts by Plan Area

Development Area	2006 Fee Study Included Volumes	Stated Volume Impacts From Previous Studies (AF)	Current Study Revised Volume Impact (AF)
Del Webb SP	25.56	25.56	57.41
North Central Roseville SP	244.91	244.91	272.3
Northwest Roseville SP	194.61	194.61	239.7
North Area Industrial	367.66	367.66	437.9
North Roseville SP	123.49	123.4	141.3
Highland Reserve North	72.7	72.7	93.5
West Roseville SP	207.21	207.21	293.7
Infill Areas		92.6	92.6
Sierra Vista SP (2006 MOU #2)	125.41	125.41	249.2
Wastewater Treatment Plant *		207	207.0
Energy Park *		20	20.0
Creekview Specific Plan (MOU #1)	56.88	55.88	47.3
2016 MOU I : Amoruso Ranch SP		87.8	69.0
TOTAL:	1418.43	1824.74	2221.0

* Mitigation Rate per 2006 Fee Update estimated at 120 AF, however, it was only included in the surplus volume for 1850 AF. EIR quantified 207 AF Impact. Energy Park estimated 20 AF in PWA/URS Analysis

Table IV identifies that with the Amoruso Specific Plan, the Volumetric Impact would be 2,221 acre feet. At the time of the writing of this document, the Amoruso Ranch project had not annexed to the City, as a result, both the with and without Amoruso Ranch alternatives will be considered. The without the Amoruso Specific Plan volumetric impact volume would be 2,152 acre feet. Cost alternatives for basins to store each of these amounts are provided and a fee basis computed for both alternatives.

VIII. MITIGATION FACILITY COMPONENTS

The initial Mitigation Facility at Reason Farms that was part of the 2002 Conceptual Design (URS/PWA) and approved in 2003 Program Level EIR, included these three main elements:

- 1) Southern Basin construction would be able to retain 1850 acre feet. (Included in previous Fee)
- 2) Northerly Basin construction would be able to retain 680 acre feet. (Excluded from previous Fee)
- 3) Northern Basin Stream Restoration Project would allow flood waters to pass through the Northern Basin area in a sustainable manner, reducing the potential for erosion, and other geomorphological issues. The Stream Restoration project also will provide peak flow mitigation on University Creek, which will reduce peak flow impacts from development within University Creek, to the Pleasant Grove Creek Watershed. (Excluded from previous Fee)

Project Elements and alternatives to be considered in the Fee Update

Per the Hydrological Analysis completed by CESI in the 2006 update, and modified within this 2017 Update (see Appendix B) current development estimated impacts are higher than the previously designed capacity of the Southern Basin. With this fee update the City has chosen to define the project as the original conceptual 2 basin project as defined within the 2002 PWA Final Conceptual Design Report. The southern basin design remains as previously configured, and the project re-introduces the northern basin (combined storage volume of 2,530 AF). As previously configured, the northern basin would include the complete construction of a full 500 feet width restored University Creek within the basin area. The proposed Southern Basin Design Concept for 1850 AF, with the proposed Northern Basin Design Concept for 680 AF (PWA/URS) is shown on Exhibit PG-4A. The Estimated Remaining Construction and Design Costs are presented in Table V-A in the next section.

As an alternative approach, the study includes a review of a single basin project that could result in efficiencies in future operational costs. The southern basin could be modified to capture the entire 2,250 ac-feet by excavating out the additional volume capacity to add storage capacity to the system. In order for the southern basin to store larger volumes than the 1850 AF previously designed, the basin would need to operate at peak storage at a lower pool elevation (to allow more flood waters to be driven into the basin from the upstream), and accommodate added storage volumes by excavating the lowest ground within the basin. The excavated soils would then be spread on neighboring fields which are identified in the plan to remain above the flood elevations.

Within this reconfigured single basin approach, the complete northern basin would not be included as part project description but rather redefined and developed with a minimized University Creek Stream Restoration component. The Stream Restoration component is considered an optional component, as recently approved developments along University Creek

(Creekview Specific Plan and Amoruso Ranch) could contribute to stream degradation issues through the Reason Farms property to the confluence with Pleasant Grove Creek, where the existing channel has very limited capacity, and flood flows exceed the channel capacity and current create scour issues at the invert of the existing man made channel through the property. The alternate Excavated Southern Basin Design Concept for 2250 AF, with the minimized Stream Restoration project at University Creek (north basin area) is shown on Exhibit PG-4B. The Estimated Remaining Construction and Design Costs for this alternative is presented in Table V-B in the next section.

Because any reconfiguration of the initially evaluated conceptual design would require extensive design changes and environmental review, this fee update does not propose any changes to the original design concepts.

The Southern Basin(included):

In 2002, Phillip Williams and Associates (PWA/URS) prepared a preliminary Southern Basin layout and design to store 1850 acre feet. The basin design included a channelized diversion from Pleasant Grove Creek to the facility, which could divert a portion of the flows during large storm events, into the basin. The capture point was at the upstream end of the Reason Farms property. With the approval of the Creekview Master plan the diversion point was moved further upstream to within the Creekview property which assisted with the efficiency and ability of the project to capture more flood flows from smaller storm events. The revised channel parallels Pleasant Grove Creek within the Creekview property. A system of weirs within the Creekview property and an upstream gate controlled culvert would feed flood waters into the channel. Improvements of the diversion channel within the Creekview property are the responsibility of the developer, and the costs are not included in the Fee Update.

Once the diversion channel enters the Reason Farms property a second connection to Pleasant Grove Creek occurs to permit nuisance flows which discharge from the Creekview project to return to Pleasant Grove creek without entering the northern basin. Downstream of the return channel connection to Pleasant Grove Creek, the main control structure for the basin will be constructed. The main control structure includes 2-6'x6' gate structures and a weir structure placed at the containment storage elevation. This structure would close once the basin was full to prevent capture flood waters from re-entering Pleasant Grove Creek through any of the upstream capture elements.

The excavated channel continues through the storage areas of the basin to a low point outlet location at the southern bank of Pleasant Grove Creek. A 30 inch gate controlled pipe would permit captured flood waters to slowly release back into Pleasant Grove Creek when the basin could be emptied. The emergency spillway for the basin would be located at the main gate control structure. The basin would be designed to sustain depths greater than the design storage elevation, based on the estimated flood elevations which would occur at the main control gate (throughout the basin even though it is doubtful short term peak flows at this location could fill the entire basin to these depths. The Excavated channel would include an access road running along one bank at the top of slope for maintenance access. Ramps to the invert of the channel are provided for maintenance access.

An embankment berm would be located around the perimeter of the basin storage area to contain the captured flood waters with more than 3' feet of freeboard. The berm would be designed to meet California Division of Safety of Dams requirements, FEMA requirements, and the City of Roseville's requirements. An access road would be placed on top of this berm and access ramps would be located at several locations to permit vehicle access for inspection. The entire storage area of the basin would be fenced to prevent vandalism.

The Northern Basin (included):

The original plan included storage north and east of Pleasant Grove Creek along the University Creek corridor. The existing linear confined University Creek through the project property would be re-excavated into a wide meandering creek north of the current location. An inset meandering low flow channel would be constructed within the banks (roughly 600' wide). A containment berm would be placed at the downstream end of the reconstructed channel and along the northeast bank of Pleasant Grove Creek to retain flows within the reconstructed University Creek and its overbank floodplain. A control structure would be placed in this embankment structure at the proposed University Creek outfall to Pleasant Grove Creek. The control structure would be closed during events where storage needed to occur and could be left closed for a prolonged (45 days or more) period if needed. Flows in excess of the design storage depth would overtop a spillway to return to Pleasant Grove Creek.

The Expanded Southern Basin (Alternative Option):

The alternative basin design shown in Exhibit PG-4B, would be able to store 2250 acre feet within a single basin south of Pleasant Grove Creek. In order to increase storage volumes above the 1850 acre feet amount, the storage water surface levels would be dropped by 3 to 5 feet from the original southern basin design, allowing more flood water hydraulically enter the storage basin area. In order to reduce flood levels within the basin and provide the additional storage, low lying areas of the basin would be excavated. Perimeter embankments similar to those shown in the Original Plan would still be needed in this plan to contain waters stored in the basin, although they could be built about 3 feet lower in height than those described in the Original Plan. The excavated soils would be spread on adjacent lands which are currently above the water storage elevations of the basin. The outfall to Pleasant Grove Creek would be moved westward from the location shown in the Original Plan in order to discharge at the western most storage location within the basin and provide additional fall to the creek. All flows entering the Creekview Bypass Channel system would flow through this basin and exit to Pleasant Grove Creek at the downstream end of the basin. At the downstream end of the basin, a control structure would be build. Valves would be used to close the outfall structure when storage was needed, but would normally remain open to allow captured flows to return to Pleasant Grove creek. Once the valves were closed, the basin would fill from the incoming flows. Once the max storage water surface was achieved, additional inflows would overtop a spillway and return to Pleasant Grove Creek.

The Northern Stream Restoration Only Project (Alternative Option):

The Northern Stream Restoration Project would re-align the existing channelized University Creek through the Reason Farms Property to its discharge into Pleasant Grove Creek. The existing drainage ditch outfall is an undersized man made irrigation tailwater ditch through the Reason Farms property which discharges into Pleasant Grove Creek. Upstream of the Reason Farms Property, University Creek remains in a natural channel form, and is proposed to continue in that form as the proposed developments occur outside of the 100-year floodplain for this creek. The existing ditch system has significant erosion issues near Pleasant Grove Creek and result in a significant floodplain above it's banks.

The project proposes to reshape the channel form of University Creek through the Reason Farms property to restore a more natural channel form (per PWA design 2002, and CESI grading analysis 2008). The channel form will be constructed with an approximately 500 feet wide floodplain. An inset low flow channel will concentrate low flows through a meandering channel within the floodplain channel. The channel will also be realigned to discharge further downstream than the current outfall location. At the discharge to Pleasant Grove Creek. An embankment will remain, which will be stabilized to release flood flows with less erosion potential than the existing conditions. A culvert through the embankment will control and limit floodwater releases into Pleasant Grove Creek.

Re-vegetation of the stream corridor will be an important component of this project, to help to stabilize the channel from erosion issues, and to improve environmental habitat.

An Access Road will be provided at the Top of Bank of one side of the floodplain channel. The entire limits of the stream restoration channel would be fenced to prevent vandalism

Alternatively, at University Creek, only a Minimized Stream Restoration project could be installed to stabilize the stream system without construction storage facilities. Storage at the Northern Basin is higher in cost due to the excavations needed to create the storage volumes.

Project Alternatives to achieve 2250 AF or greater storage volumes:

Original 2 Basin Plan: The proposed Southern Basin Design Concept for 1850 AF, with the proposed Northern Basin Design Concept for 680 AF (PWA/URS) is shown on Exhibit PG-4A.

Alternative 1 Basin Plan: The proposed Excavated Southern Basin Design Concept for 2250 AF, with the minimized Stream Restoration project at University Creek (north basin area) is shown on Exhibit PG-4B.

The Estimated Remaining Construction and Design Costs for each of the alternatives will be presented in Table V-A and Table V-B in the next section.

IX. COST ALLOCATION

Based on the original 2002 PWA conceptual design of the 2 basin approach and the Alternative 1 basin (south basin) approach, quantity takeoffs were prepared and a cost estimate for the remaining expenses of design and construction were tabulated as presented on exhibits PG-4A and PG-4B. Tables V-A and V-B summarizes the costs of each of the alternatives proposed. The estimated construction costs are presented in current year 2017 values. Detailed cost estimates are provided in Tables VI-A1, VI-A2, VI-B1 and VI-B2.

TABLE V-A – Original 2 Basin Project - Remaining Design and Construction Costs for Project Components

Component	Cost \$
Southern Basin 1850 AF	\$ 7,530,127
Northern Basin 680 AF	\$ 7,185,804
TOTAL \$ =	\$ 14,715,931

TABLE V-B – Alternative 1 Basin Project - Remaining Design and Construction Costs for Project Components

Component	Cost \$
Southern Basin 2250 AF	\$ 9,964,741
North Stream Restoration	\$ 3,995,382
TOTAL \$ =	\$ 13,960,123

The drainage impact fee will be adjusted for inflation by the Construction Cost Index (CCI) based on the 20 City Average, averaged with the CCI for San Francisco on an annual basis.

**TABLE VI-A1 – ALTERNATIVE A ESTIMATED COSTS -REASON FARMS
RETENTION BASIN-FEE DETERMINATION BASIS – SOUTHERN BASIN COSTS**Reason Farms - Project Alternative 1 - Pleasant Grove Watershed Mitigation Fee Basis - PWA/URS 1850 AF Option
(A Prevailing Wage Project)

Item	Description	Quantity	Unit	Unit \$	Cost \$	Task \$
1	Site Preparation					
	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	
	Clear and Grub	78	AC	\$ 3,000.00	\$ 234,000.00	
						\$ 434,000.00
2	Channel Improvements					
	Channel Excavation	550000	CY	\$ 4.00	\$ 2,200,000.00	
						\$ 2,200,000.00
3	Containment Embankment					
	Foundation Work	24000	LF	\$ 18.00	\$ 432,000.00	
	Embankment Fill-Shaping from Local Cut Source	478000	CY	\$ 6.00	\$ 2,868,000.00	
						\$ 3,300,000.00
4	Control Structures and Piping					
	30 inch Pipe	100	LF	\$ 144.00	\$ 14,400.00	
	30 inch Outlet Pipe Valve	1	EA	\$ 22,500.00	\$ 22,500.00	
	Telemetry and control for outlet pipe	1	EA	\$ 25,000.00	\$ 25,000.00	
	6' by 6' Gate Control Structure (Inlet)	3	EA	\$ 150,000.00	\$ 450,000.00	
	4' by 4' Gate Control Structure (Outlet)	2	EA	\$ 100,000.00	\$ 200,000.00	
	Low Flow Inlet Control and Gate Controls	1	EA	\$ 150,000.00	\$ 150,000.00	
	Telemetry and control for Inlet	1	EA	\$ 25,000.00	\$ 25,000.00	
	Armcoflex Weir	6240	SF	\$ 22.00	\$ 137,280.00	
						\$ 1,024,180.00
5	Site Appurtenances					
	Access Road (112')	34500	LF	\$ 25.00	\$ 862,500.00	
	Perimeter Fencing	24000	LF	\$ 22.00	\$ 528,000.00	
	Protection Fencing	9000	LF	\$ 20.00	\$ 180,000.00	
	Access Ramps	12	EA	\$ 20,000.00	\$ 240,000.00	
	Landscaping	217500	SF	\$ 3.00	\$ 652,500.00	
	Hydroseed	73	SF	\$ 5,500.00	\$ 401,500.00	
	Slope Protection	160000	SF	\$ 2.00	\$ 320,000.00	
	SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00	
	Erosion Protection and Winterization	4	LS	\$ 75,000.00	\$ 75,000.00	
						\$ 3,245,400.00
						CONSTRUCTION SUB-TOTAL
						\$ 10,203,580.00
6	CONSTRUCTION SOFT COSTS					
	Engineering and Design (10%)	1	LS	\$ 1,020,358.00	\$ 1,020,358.00	
	Permitting					
	Project Level EIR preparation	1	LS	\$ 600,000.00	\$ 600,000.00	
	Habitat Mitigation	3	AC	\$ 250,000.00	\$ 750,000.00	
	Division of Dam Safety	1	LS	\$ 125,000.00	\$ 125,000.00	
	Permits	1	LS	\$ 200,000.00	\$ 200,000.00	
	Construction Management (3%)	1	LS	\$ 306,107.40	\$ 306,107.40	
						Construction Soft Costs Subtotal = \$ 3,205,517.00
						SUB-TOTAL CONSTRUCTION COSTS = \$ 13,409,117.00
						CONTINGENCIES (20%) = \$ 2,681,823.40
						TOTAL CONSTRUCTION COSTS = \$ 16,090,940.40
7	MISC. PROGRAM COSTS					
	Program Updates and Fee Monitoring					
	Consultant Participation	1	LS	\$ 150,000.00	\$ 150,000.00	
	Staff Participation	1	LS	\$ 150,000.00	\$ 150,000.00	
						TOTAL MISC. PROGRAM COSTS = \$ 300,000.00
						TOTAL PROJECT COSTS = \$ 16,390,940.40
						AVAILABLE FUNDS = \$ 8,860,813.39
						Additional \$'s Needed to Fund Project = \$ 7,530,127.01

TABLE VI-A2 - ESTIMATED COSTS - REASON FARMS RETENTION BASIN-FEE DETERMINATION BASIS – NORTH BASIN COST

Reason Farms - North Basin 680 AF Costs - Pleasant Grove Watershed Mitigation Fee Basis (A Prevailing Wage Project)					
Item	Description	Quantity	Unit	Unit \$	Cost \$
1	Site Preparation				
	Mobilization	1	LS	\$200,000.00	\$ 200,000.00
	Clear and Grub	52	AC	\$ 3,000.00	\$ 156,000.00
	Topsoil Removal and Replacement	39000	CY	\$ 4.00	\$ 156,000.00
					\$ 512,000.00
2	Channel Improvements				
	Channel Excavation and Channel Shaping	243000	CY	\$ 4.00	\$ 972,000.00
	Local (nearby) placement of extra soils	158550	CY	\$ 2.50	\$ 396,375.00
					\$1,368,375.00
3	Containment Embankment				
	Foundation Work	1200	LF	\$ 18.00	\$ 21,600.00
	Embankment Fill-Shaping from Local Cut Source	48000	CY	\$ 6.00	\$ 288,000.00
	Slope and Erosion Protection	50000	SF	\$ 2.00	\$ 100,000.00
					\$ 409,600.00
4	Control Structures and Piping				
	Box Culvert or Arch with Natural Invert	200	LF	\$ 755.00	\$ 151,000.00
	Control Gate and Telemetry	1	EA	\$225,000.00	\$ 225,000.00
	Armorflex Weir	4000	SF	\$ 22.00	\$ 88,000.00
					\$ 464,000.00
5	Site Appurtenances				
	Access Road (12')	5000	LF	\$ 25.00	\$ 125,000.00
	Perimeter Fencing	9000	LF	\$ 22.00	\$ 198,000.00
	Protection Fencing	1600	LF	\$ 20.00	\$ 32,000.00
	Access Ramps	6	EA	\$ 20,000.00	\$ 120,000.00
	Landscaping	304920	SF	\$ 3.00	\$ 914,760.00
	Hydroseed	45	SF	\$ 5,500.00	\$ 247,500.00
	SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00
	Erosion Protection and Winterization	1	LS	\$ 50,000.00	\$ 50,000.00
					\$1,692,260.00
					CONSTRUCTION COST SUBTOTAL = \$4,446,235.00
6	CONSTRUCTION SOFT COSTS				
	Engineering and Design (10%)	1	LS	\$444,623.50	\$ 444,623.50
	Permitting				
	Project Level EIR preparation	1	LS	\$200,000.00	\$ 200,000.00
	Habitat Mitigation	2	AC	\$250,000.00	\$ 500,000.00
	Permits	1	LS	\$175,000.00	\$ 175,000.00
	Construction Management (5%)	1	LS	\$222,311.75	\$ 222,311.75
					Construction Soft Costs Subtotal = \$1,541,935.25
					SUB-TOTAL CONSTRUCTION COSTS = \$5,988,170.25
					CONTINGENCIES (20%) = \$1,197,634.05
					TOTAL CONSTRUCTION COSTS = \$7,185,804.30

**TABLE VI-B1 – ALTERNATIVE A ESTIMATED COSTS -REASON FARMS
RETENTION BASIN-FEE DETERMINATION BASIS – SOUTHERN EXCAVATED
BASIN 2250 AF COSTS**

**Reason Farms - Project Alternative 1 - Pleasant Grove Watershed Mitigation Fee Basis - Excavated South Basin Alternative 2250 AF
(A Prevailing Wage Project)**

Item	Description	Quantity	Unit	Unit \$	Cost \$	Task \$
1	Site Preparation					
	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	
	Clear and Grub	150	AC	\$ 2,500.00	\$ 375,000.00	
						\$ 575,000.00
2	Channel Improvements					
	Channel excavation	305000	CY	\$ 4.00	\$ 1,220,000.00	
	Excavated Storage Volume (scraper haul)	968000	CY	\$ 1.50	\$ 1,452,000.00	
						\$ 2,672,000.00
3	Containment Embankment					
	Foundation Work	24000	LF	\$ 18.00	\$ 432,000.00	
	Embankment Fill-Shaping from Local Cut Source	306500	CY	\$ 6.00	\$ 1,839,000.00	
	Fill Placement - Spread Fill and roll Topsoil (shrink)	673750	CY	\$ 2.00	\$ 1,351,500.00	
						\$ 4,221,300.00
4	Control Structures and Piping					
	30 inch Pipe	100	LF	\$ 144.00	\$ 14,400.00	
	30 inch Outlet Pipe Valve	1	EA	\$ 22,500.00	\$ 22,500.00	
	Telemetry and control for outlet pipe	1	EA	\$ 25,000.00	\$ 25,000.00	
	6' by 6' Gate Control Structure (Inlet)	2	EA	\$ 150,000.00	\$ 300,000.00	
	4' by 4' Gate Control Structure (Outlet)	2	EA	\$ 100,000.00	\$ 200,000.00	
	Telemetry and control for Inlet	1	EA	\$ 25,000.00	\$ 25,000.00	
	Armorflex Weir	62340	SF	\$ 22.00	\$ 1,371,280.00	
						\$ 724,180.00
5	Site Appurtenances					
	Access Road (12')	34500	LF	\$ 25.00	\$ 862,500.00	
	Perimeter Fencing	24000	LF	\$ 22.00	\$ 528,000.00	
	Protection Fencing	6000	LF	\$ 20.00	\$ 120,000.00	
	Access Ramps	12	EA	\$ 20,000.00	\$ 240,000.00	
	Landscaping	237800	SF	\$ 3.00	\$ 653,400.00	
	Hydroseed	145	SF	\$ 5,500.00	\$ 797,500.00	
	Slope Protection	180000	SF	\$ 2.00	\$ 320,000.00	
	SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00	
	Erosion Protection and Winterization	1	LS	\$ 75,000.00	\$ 75,000.00	
						\$ 3,601,400.00
						CONSTRUCTION SUB-TOTAL \$ 11,793,880.00
6	CONSTRUCTION SOFT COSTS					
	Engineering and Design (10%)	1	LS	\$ 1,179,388.00	\$ 1,179,388.00	
	Permitting					
	Project Level EIR preparation	1	LS	\$ 800,000.00	\$ 800,000.00	
	Habitat Mitigation	3	AC	\$ 250,000.00	\$ 750,000.00	
	Division of Dam Safety	1	LS	\$ 125,000.00	\$ 125,000.00	
	Permits	1	LS	\$ 200,000.00	\$ 200,000.00	
	Construction Management (5%)	1	LS	\$ 589,694.00	\$ 589,694.00	
						Construction Soft Costs Subtotal = \$ 3,644,082.00
						SUB-TOTAL CONSTRUCTION COSTS = \$ 15,437,962.00
						CONTINGENCIES (20%) = \$ 3,087,592.40
						TOTAL CONSTRUCTION COSTS = \$ 18,525,554.40
7	MISC. PROGRAM COSTS					
	Program Updates and Fee Monitoring					
	Consultant Participation	1	LS	\$ 150,000.00	\$ 150,000.00	
	Staff Participation	1	LS	\$ 150,000.00	\$ 150,000.00	
						TOTAL MISC. PROGRAM COSTS= \$ 300,000.00
						TOTAL PROJECT COSTS = \$ 18,825,554.40
						AVAILABLE FUNDS = \$ 8,860,813.39
						Additional \$'s Needed to Fund Project = \$ 9,964,741.01

TABLE VI-A2 - ESTIMATED COSTS - REASON FARMS RETENTION BASIN-FEE DETERMINATION BASIS – MINIMIZED STREAM RESTORATION COSTSReason Farms - Stream Restoration Project at University Creek - Pleasant Grove Watershed Mitigation Fee Basis
(A Prevailing Wage Project)

Item	Description	Quantity	Unit	Unit \$	Cost \$	Task \$
1	Site Preparation					
	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	
	Clear and Grub	21	AC	\$ 5,000.00	\$ 105,000.00	
						\$ 255,000.00
2	Channel Improvements					
	Channel Excavation and Channel Shaping	108000	CY	\$ 4.00	\$ 432,000.00	
	Local (nearby) placement of extra soils	78000	CY	\$ 2.50	\$ 195,000.00	
						\$ 627,000.00
3	Containment Embankment					
	Foundation Work	500	LF	\$ 18.00	\$ 9,000.00	
	Embankment Fill-Shaping from Local Out Source	12500	CY	\$ 6.00	\$ 75,000.00	
	Slope and Erosion Protection	30000	SF	\$ 2.00	\$ 100,000.00	
						\$ 184,000.00
4	Control Structures and Piping					
	Box Culvert or Arch with Natural Invert	200	LF	\$ 755.00	\$ 151,000.00	
	Amorflex Weir	4000	SF	\$ 22.00	\$ 88,000.00	
						\$ 239,000.00
5	Site Appurtenances					
	Access Road (12')	4000	LF	\$ 25.00	\$ 100,000.00	
	Perimeter Fencing	7000	LF	\$ 22.00	\$ 154,000.00	
	Protection Fencing	600	LF	\$ 20.00	\$ 12,000.00	
	Access Ramps	6	EA	\$ 20,000.00	\$ 120,000.00	
	Landscaping	217800	SF	\$ 3.00	\$ 653,400.00	
	Hydroseed	19	SF	\$ 5,500.00	\$ 104,500.00	
	SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00	
	Erosion Protection and Winterization	1	LS	\$ 50,000.00	\$ 50,000.00	
						\$ 1,198,900.00
	CONSTRUCTION COST SUBTOTAL =					\$ 2,503,900.00
6	CONSTRUCTION SOFT COSTS					
	Engineering and Design (10%)	1	LS	\$ 250,390.00	\$ 250,390.00	
	Permitting					
	Project Level EIR preparation	1	LS	\$ 100,000.00	\$ 100,000.00	
	Habitat Mitigation	1	AC	\$ 250,000.00	\$ 250,000.00	
	Permits	1	LS	\$ 100,000.00	\$ 100,000.00	
	Construction Management (3%)	1	LS	\$ 125,195.00	\$ 125,195.00	
						Construction Soft Costs Subtotal = \$ 825,585.00
	SUB-TOTAL CONSTRUCTION COSTS =					\$ 3,329,485.00
	CONTINGENCIES (20%) =					\$ 665,897.00
	TOTAL CONSTRUCTION COSTS =					\$ 3,995,382.00

X. FEE BASIS

Table V-A summarized the estimated costs of the construction of the Original 2 Basin Plan. The southern basin would provide 1850 AF and the North Basin would provide roughly 680 AF:

A. Collectable Fee Land Uses to Distribute Construction Cost:

- i. Low Density Residential (LDR)
- ii. Medium Density Residential (MDR)
- iii. High Density Residential (HDR)
- iv. Neighborhood Commercial (NC)
- v. Community Commercial (CC)
- vi. Regional Commercial (RC)
- vii. Business Professional (BP)
- viii. Light Industrial (LI)
- ix. General Industrial (IND)

B Costs were not spread over the following impact land uses:

- i. Open Space (OS)
- ii. Open Space Paseo (OSP)
- iii. Parks/Recreation (PR)
- iv. Park (PR)
- v. Pocket Park (PR)
- vi. Public Quasi Public (P/QP)
- vii. Transfer Station (TR)
- viii. Right of Way (R/W)
- ix. Urban Reserve (UR)

Exhibit PG-3 Shows the remaining proposed development which will be subject to the Fee.

The proposed 2017 updated drainage fees would be spread to all development areas equally based on land use. Acreage based fees are based on the total development site acreage, excluded those land use types described in section B above.

For the Original 2 Basin Plan, building the South Basin 1850 AF, and North Basin 680 AF, the updated fee schedule for all approved Specific Plans including Amoroso Ranch is shown in Table VII-A1. If Amoroso Ranch is not annexed, the resulting Fee schedule for the remaining approved specific plans is shown in Table VII-A2.

TABLE VII-A1 – COMBINED AREA FEES – ORIGINAL 2 BASIN PROJECT with AMORUSO RANCH CONTRIBUTING

2017 Fee for Original 2 Basin Plan with Amoruso Contributing

FEE ITEM	UNIT	Total Land Use Acreage or Lot Count Remaining	2017 Proposed Fee	2017 Remaining Fee \$'s Generated
LDR	Per Unit	8769	\$ 453.79	\$ 3,979,284.51
MDR	Per Unit	5623	\$ 453.79	\$ 2,551,661.17
HDR	Per Unit	6211	\$ 374.30	\$ 2,324,777.30
NC	Per Acre	8.9	\$ 5,889.21	\$ 52,413.95
CC	Per Acre	437.5	\$ 5,889.21	\$ 2,576,528.56
RC	Per Acre	1	\$ 5,889.21	\$ 5,889.21
BP	Per Acre	92.7	\$ 5,889.21	\$ 545,929.59
LI	Per Acre	279.4	\$ 5,889.21	\$ 1,645,444.75
IND	Per Acre	175.6	\$ 5,889.21	\$ 1,034,144.95
TOTAL =				\$ 14,716,074.00

TABLE VII-A2 – COMBINED AREA FEES – ORIGINAL 2 BASIN PROJECT without AMORUSO RANCH CONTRIBUTING

2017 Fee for Original 2 Basin Plan without Amoruso Contributing

FEE ITEM	UNIT	Total Land Use Acreage or Lot Count Remaining	2017 Proposed Fee	Fee \$'s Generated
LDR	Per Unit	7719.0	\$ 494.93	\$ 3,820,364.67
MDR	Per Unit	5018.0	\$ 494.93	\$ 2,483,558.74
HDR	Per Unit	5753.0	\$ 408.23	\$ 2,348,547.19
NC	Per Acre	8.9	\$ 6,423.12	\$ 57,165.73
CC	Per Acre	386.4	\$ 6,423.12	\$ 2,482,148.92
RC	Per Acre	1.0	\$ 6,423.12	\$ 6,423.12
BP	Per Acre	92.7	\$ 6,423.12	\$ 595,422.85
LI	Per Acre	279.4	\$ 6,423.12	\$ 1,794,618.59
IND	Per Acre	175.6	\$ 6,423.12	\$ 1,127,899.16
TOTAL =				\$ 14,716,148.97

For the Alternative 1 Basin Project, building the Excavated South Basin 2250 AF two different fee schedules and costs are possible based on whether Amoruso Ranch Specific Plan is included. If Amoruso Ranch Specific Plan is not included in the Fee, there would not be a need for the North Stream Restoration Project and only the 2250 AF southern excavated basin would be included in the remaining costs of \$11.8 Million. For the Scenario where Amoruso Ranch Specific Plan is included in the fee the North Stream Restoration Project will also be included as shown in Table VII-B2, with a total remaining cost of \$15.8 Million.

TABLE VII-B1 – COMBINED AREA FEES – ALTERNATIVE 1 BASIN PROJECT with AMORUSO RANCH CONTRIBUTING

2017 - Fees for Alternative 1 Basin Plan

FEE ITEM	UNIT	Total Land Use Acreage or Lot Count Remaining	2017 Proposed Fee	2017 Remaining Fee \$'s Generated
LDR	Per Unit	8769	\$ 307.28	\$ 2,694,538.32
MDR	Per Unit	5623	\$ 307.28	\$ 1,727,835.44
HDR	Per Unit	6211	\$ 253.45	\$ 1,574,177.95
NC	Per Acre	8.9	\$ 3,987.83	\$ 35,491.66
CC	Per Acre	437.5	\$ 3,987.83	\$ 1,744,674.18
RC	Per Acre	1	\$ 3,987.83	\$ 3,987.83
BP	Per Acre	92.7	\$ 3,987.83	\$ 369,671.53
LI	Per Acre	279.4	\$ 3,987.83	\$ 1,114,198.78
IND	Per Acre	175.6	\$ 3,987.83	\$ 700,262.37
TOTAL =			\$	9,964,838.06

TABLE VII-B2 – COMBINED AREA FEES – ALTERNATIVE 1 BASIN PROJECT without AMORUSO RANCH CONTRIBUTING

2017 - Fees for Alternative 1 Basin Plan

FEE ITEM	UNIT	Total Land Use Acreage or Lot Count Remaining	2017 Proposed Fee	2017 Remaining Fee \$'s Generated
LDR	Per Unit	7719.00	\$ 397.25	\$ 3,066,372.75
MDR	Per Unit	5018.00	\$ 397.25	\$ 1,993,400.50
HDR	Per Unit	5753.00	\$ 327.67	\$ 1,885,085.51
NC	Per Acre	8.90	\$ 5,155.44	\$ 45,883.43
CC	Per Acre	386.44	\$ 5,155.44	\$ 1,992,268.93
RC	Per Acre	1.00	\$ 5,155.44	\$ 5,155.44
BP	Per Acre	92.70	\$ 5,155.44	\$ 477,909.45
LI	Per Acre	279.40	\$ 5,155.44	\$ 1,440,430.44
IND	Per Acre	175.60	\$ 5,155.44	\$ 905,295.58
TOTAL =			\$	11,811,802.03

XI. CONCLUSION AND RECOMMENDATIONS

With this 2017 fee update, CESI has revised the hydrologic assumptions and updated the construction costs. This provides a more accurate evaluation of the current and future needs of the flood control facility and recalculates the impact fee required to pay for the eventual construction of the facilities.

The conceptual plan completed by PWA/URS in 2002 for the 2 Basin, 1850 AF South Basin and 680 AF North Basin project has been previously studied in a “program” level EIR. Following the work completed to date in the evaluation of the original 2002 PWA/URS Final Conceptual Design Report, this update concludes that the original concept plans are the preferred project moving forward at this time.

Future operational cost savings could be realized if the Alternative 1 Basin Project alternative presented herein was constructed. The excavated 1 Basin Alternative would provide the least expensive alternative, and will offer the City a minimized footprint of flood space on the Reason Farms Property, offering greater flexibility in operation over a wider variety of storm events. Because the 1 Basin Alternative would require further design and an updated Environmental Impact Report, it is recommended that this alternative not be pursued at this time.

City Staff has begun to meet with Placer County Staff regarding potential mitigation of their development area impacts within this facility. If that is to occur, the environmental documents will need to be updated for those issues and the additional storage requirements. The intent would be that if areas external to the City are incorporated into the mitigation facility, that they would pay their full fair share of the cost of the improvements, the land, and the administration of the project, as well as pay their fair share of future operation, management and maintenance of the facility.

City Staff plans to move the project forward with the completion of the “project” level environmental documents within the next couple years. Other alternatives, including the excavated single basin alternative and northern stream restoration project will be reconsidered in those documents.

The recommendation is to adopt the updated fees shown in Table VII-A1 or VII-A2, whichever is applicable based on the inclusion/exclusion of the Amoruso Ranch Specific Plan.

APPENDIX A

ESTIMATORS UNIT PRICE SUPPORT DOCUMENTATION

APPENDIX B

SUPPORT CALCULTIONS FOR FEES AND COSTS

AREAS/LAND USE FROM CITY GIS FILES

NAME	Del Webb	North Central	Northwest	North Industrial	North Roseville	Highland Reserve	West Roseville	Infill	Sierra Vista	Creekview	MOU-Amoroso
CODE	DW	NC	NW	NI	NR	HR	WR	IN	SV	CV	AR
LANDUSE											
ROAD	63.7	121.8	156.8	124.9	75.1	44.3	142	0.7	157.7	34.1	46.5
LDR	654.8	534.3	1435.3	204.5	816.2	248.8	1593.2	29.8	705.9	160	243.5
LI	0	57.8	0	304.8	0	0	55.1	30.2	0	0	0
OS	97.7	214.5	264.3	174.2	133.1	37.3	736	0	317.4	137	145
CC	12.7	173.5	112.1	69.2	81.3	162.5	63.3	10.5	237.4	69.1	51.5
IFD	0	0.8	0	495.1	0	0	32.9	0	0	0	0
POP	1.5	50.2	73.4	8.7	55.4	48.5	148	187.8	21.7	12.1	17.3
MDR	0	46.5	122.4	80.4	63.2	0	130	0	322.4	68.8	59.4
PR	377.8	94	347.1	52.8	114.1	37.2	251.9	5.2	105.1	16	22.9
HCR	4	33	33	21.8	42.3	45.5	117.7	0	93.4	13.8	38.3
RC	0	192.6	0	0	0	0	0	0	0	0	0
BP	0	151.5	3	5.4	0	0	0.1	0.5	0	0	0
IC	0	2.3	0	8.9	0	0	0	0	0	0	0
UR	0	0	0	0	0	0	0	0	48.1	0	13.3
TS	0	0	0	0	0	0	0	23.7	0	0	0
TOTAL AREA	1215.2	1743.5	2509.4	2041.7	1437.7	524.1	3270.2	296.5	2851.1	453.9	543.3

Del Webb NCRSP NWRSR N. IND NRSP HRN CV SVSP WRSP INFILL

Changes by Landuse (New subtract Old)										
LDR	-0.4	106.51	110.4	-147.6	-100.5	8.8	-169.6	-288.9	-52.5	160
MDR	0	-31.04	-134.6	80.4	-29.2	0	68.8	233.8	58.5	58.8
HDR	0	-44.2	-56.36	21.8	5.8	0.02	-1.2	35.2	66.6	18.8
COMM	0.6	-17.11	-14.5	2.25	-64.1	0.07	-33.9	173.3	-11.5	19.1
Park	6.5	53.23	-31.65	33.88	-3.8	0.48	6	-80.6	251.3	16
POP	1.5	-22.54	-25.63	1.5	-13.7	2.1	10.1	6.7	148	10.1
ROAD	15.9	26.17	53.02	53.6	-3.2	14.07	34.1	59.6	142	34.1
UR	-9.6	0	-48.4	0	-0.37	0	-35.7	40.1	0	0
OS	0.6	45.94	136.8	32.9	5.2	-2.57	-81.3	170.8	36.9	137
NET CH:	15.1	116.96	-10.92	78.73	-203.87	22.97	-202.7	350	640	453.9

TOTAL - OLD ANALYSIS

LDR	655.2	428.29	1375.4	352.1	916.7	240	329.6	994.6	1545.7	
MDR	0	77.64	257	0	92.4	0	0	88.6	71.4	
HDR	4	127.2	139.36	0	37	45.48	20	58.2	51.1	
COMM	12.1	515.71	136.6	1372.15	145.9	162.43	53	64.1	162.9	
Park	371.3	40.77	378.75	18.92	117.9	36.72	10	185.7	0	
POP	3	72.74	105.03	7.2	69.1	46.4	0	65	0	
ROAD	47.8	95.63	103.78	71.3	78.3	30.23	0	98.1	0	
UR	9.6	0	48.4	0	0.37	0	35.7	0	0	
OS	97.1	168.56	68	141.3	183.9	39.87	218.3	146.5	699.1	

Development Area	2006 Fee Study Included Volumes	Stated Volume Impacts From Previous Studies (AF)	Current Study Revised Volume Impact (AF)
Del Webb SP	25.56	25.56	57.41
North Central Roseville SP	244.91	244.91	272.3
Northwest Roseville SP	194.61	194.61	239.7
North Area Industrial	367.66	367.66	437.9
North Roseville SP	123.49	123.4	141.3
Highland Reserve North	72.7	72.7	93.5
West Roseville SP	207.21	207.21	293.7
Infill Areas		92.6	92.6
Sierra Vista SP (2006 MOU #2)	125.41	125.41	249.2
Wastewater Treatment Plant "		207	207.0
Energy Park "		20	20.0
Creekview Specific Plan (MOU #1)	56.88	55.88	47.3
2006 MOU 1 : Amoroso Ranch SP		87.8	69.0
TOTAL:	1418.43	1824.74	2221.0

" Mitigation Rate per 2006 Fee Update estimated at 120 AF, however, it was only included in the surplus volume for 1850 EIR quantified 207 AF Impact. Energy Park estimated 20 AF in PWA/URS Analysis

IMPACTS for 8 day 100-year event

TOTAL DEVELOPMENT AREAS

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	6561.3	615.13
MDR	Medium Density Residential	50	0.14908	872	130.00
HDR	High Density Residential	60	0.20442	526.3	107.58
CC	Community Commercial	70	0.25975	949.3	246.58
PR	Park	5	-0.09991	1188.2	-118.71
P/QP	Public/Quasi Public	50	0.14908	488.7	72.86
ROAD	Roadways	85	0.34275	943.1	323.24
UR	Urban Reserve	2	0.00000	97.2	0.00
OS	Open Space	2	0.00000	1893.3	0.00
LI	Light Industrial	70	0.25975	919.7	238.89
IND	Industrial	70	0.25975	496.3	128.91
RC	Regional Commercial	70	0.25975	192.6	50.03
BP	Business Professional	70	0.25975	173.7	45.12
NC	Neighborhood Commercial	70	0.25975	11.2	2.91
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	73.2	13.40
MDR	Medium Density Residential	50	0.24481	0.5	0.12
HDR	High Density Residential	60	0.30651	14.1	4.32
CC	Community Commercial	70	0.36822	24.1	8.87
PR	Park	5	-0.03295	169.6	-5.57
P/QP	Public/Quasi Public	50	0.24481	4.9	1.20
ROAD	Roadways	85	0.46077	18.3	8.43
UR	Urban Reserve	2	0.00000	2.6	0.00
OS	Open Space	2	0.00000	250.9	0.00
LI	Light Industrial	70	0.36822	7.4	2.72
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	2.4	0.86
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	12.9	2.59
MDR	Medium Density Residential	50	0.26999	19.7	5.32
HDR	High Density Residential	60	0.33939	7.9	2.68
CC	Community Commercial	70	0.40880	0.6	0.25
PR	Park	5	-0.04235	61.2	-2.59
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	5.4	2.77
UR	Urban Reserve	2	0.00000	0.3	0.00
OS	Open Space	2	0.00000	103.5	0.00
LI	Light Industrial	70	0.40880	0.6	0.20
IND	Industrial	70	0.40880	32.5	13.29
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	1901.44

LAND USE TYPE	LAND USE DESCRIPTION	2006 Study % IMP	Current Study % IMP	Change % IMP	2006 Study inf rate (in/hr)	Current Study inf rate (in/hr)	Change inf rate (in/hr)	2006 Study impact rate (af/ac)	Current Study impact rate (af/ac)	Change impact rate (af/ac)
TYPE D SOILS										
LDR	Low Density Residential	40	40	0	0.12	0.12	0	0.072	0.094	0.0218
MDR	Medium Density Residential	50	50	0	0.12	0.12	0	0.126	0.149	0.0231
HDR	High Density Residential	65	60	-5	0.12	0.12	0	0.206	0.204	-0.0016
CC	Community Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
PR	Park	5	5	0	0.12	0.12	0	-0.115	-0.100	0.0151
P/QP	Public/Quasi Public	50	50	0	0.12	0.12	0	0.126	0.149	0.0231
ROAD	Roadways	85	85	0	0.12	0.12	0	0.313	0.343	0.0297
UR	Urban Reserve	5	2	-3	0.07	0.07	0	0	0	0
OS	Open Space	5	2	-3	0.07	0.07	0	0	0	0
LI	Light Industrial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
IND	Industrial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
RC	Regional Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
BP	Business Professional	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
NC	Neighborhood Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
TS	Transportation	70	70	0	0.08	0.12	0.04	0.26	0.260	-0.0003
TYPE C SOILS										
LDR	Low Density Residential	40	40	0	0.16	0.16	0	0.091	0.183	0.0921
MDR	Medium Density Residential	50	50	0	0.16	0.16	0	0.15	0.245	0.0948
HDR	High Density Residential	65	60	-5	0.16	0.16	0	0.239	0.307	0.0676
CC	Community Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
PR	Park	5	5	0	0.16	0.16	0	-0.116	-0.033	0.0832
P/QP	Public/Quasi Public	50	50	0	0.16	0.16	0	0.15	0.245	0.0948
ROAD	Roadways	85	85	0	0.16	0.16	0	0.368	0.461	0.0928
UR	Urban Reserve	5	2	-3	0.09	0.12	0.03	0	0	0
OS	Open Space	5	2	-3	0.09	0.12	0.03	0	0	0
LI	Light Industrial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
IND	Industrial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
RC	Regional Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
BP	Business Professional	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
NC	Neighborhood Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
TS	Transportation	70	70	0	0.11	0.16	0.05	0.282	0.368	0.0762
TYPE A & B SOILS										
LDR	Low Density Residential	40	40	0	0.25	0.25	0	0.156	0.201	0.0346
MDR	Medium Density Residential	50	50	0	0.25	0.25	0	0.232	0.270	0.0380
HDR	High Density Residential	65	60	-5	0.25	0.25	0	0.331	0.330	0.0084
CC	Community Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
PR	Park	5	5	0	0.25	0.25	0	-0.054	-0.042	0.0117
P/QP	Public/Quasi Public	50	50	0	0.25	0.25	0	0.232	0.270	0.0380
ROAD	Roadways	85	85	0	0.25	0.25	0	0.462	0.513	0.0499
UR	Urban Reserve	5	2	-3	0.15	0.16	0	0	0	0
OS	Open Space	5	2	-3	0.15	0.16	0	0	0	0
LI	Light Industrial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
IND	Industrial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
RC	Regional Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
BP	Business Professional	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
NC	Neighborhood Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
TS	Transportation	70	70	0	0.17	0.25	0.08	0.382	0.409	0.0268

IMPACTS for 8 day 100-year event

DEL WEBB

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	648.5	60.80
MDR	Medium Density Residential	50	0.14908	0	0.00
HDR	High Density Residential	60	0.20442	4	0.82
CC	Community Commercial	70	0.25975	12.7	3.30
PR	Park	5	-0.09991	283.8	-28.35
P/QP	Public/Quasi Public	50	0.14908	3.9	0.58
ROAD	Roadways	85	0.34275	58	19.88
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	82	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	6.2	1.14
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	47	-1.54
P/QP	Public/Quasi Public	50	0.24481	0.6	0.15
ROAD	Roadways	85	0.46077	4.5	2.07
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	15.7	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	47	-1.99
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	1.1	0.56
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	57.41

IMPACTS for 8 day 100-year event

NORTH CENTRAL

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	523.3	49.06
MDR	Medium Density Residential	50	0.14908	46.6	6.95
HDR	High Density Residential	60	0.20442	82.5	16.86
CC	Community Commercial	70	0.25975	162.4	42.18
PR	Park	5	-0.09991	94	-9.39
P/QP	Public/Quasi Public	50	0.14908	46.6	6.95
ROAD	Roadways	85	0.34275	121	41.47
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	166.1	0.00
LI	Light Industrial	70	0.25975	67.8	17.61
IND	Industrial	70	0.25975	0.8	0.21
RC	Regional Commercial	70	0.25975	192.6	50.03
BP	Business Professional	70	0.25975	159.4	41.40
NC	Neighborhood Commercial	70	0.25975	2.3	0.60
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	11.5	2.11
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0.5	0.15
CC	Community Commercial	70	0.36822	11.1	4.09
PR	Park	5	-0.03285	0	0.00
P/QP	Public/Quasi Public	50	0.24481	3.8	0.88
ROAD	Roadways	85	0.46077	0.8	0.37
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	48.4	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	2.2	0.81
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	272.34

IMPACTS for 8 day 100-year event

NORTHWEST ROSEVILLE

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	1480.6	138.81
MDR	Medium Density Residential	50	0.14908	122.3	18.23
HDR	High Density Residential	60	0.20442	78.9	16.13
CC	Community Commercial	70	0.25975	110.3	28.65
PR	Park	5	-0.09991	326.3	-32.60
P/QP	Public/Quasi Public	50	0.14908	79.4	11.84
ROAD	Roadways	85	0.34275	153.0	52.71
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	177.8	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	8.8	2.29
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	5.2	0.95
MDR	Medium Density Residential	50	0.24481	0.1	0.02
HDR	High Density Residential	60	0.30651	4.1	1.26
CC	Community Commercial	70	0.36822	1.8	0.66
PR	Park	5	-0.03205	20.8	-0.68
P/QP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.46077	3	1.38
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	26.7	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0.2	0.07
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51281	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0.2	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	239.73

IMPACTS for 8 day 100-year event

NORTH INDUSTRIAL

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	201.7	18.91
MDR	Medium Density Residential	50	0.14908	80.4	11.99
HDR	High Density Residential	60	0.20442	21.8	4.46
CC	Community Commercial	70	0.25975	60.2	15.64
PR	Park	5	-0.09991	51.3	-5.13
P/QP	Public/Quasi Public	50	0.14908	8.5	1.27
ROAD	Roadways	85	0.34275	91.7	31.43
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	117.6	0.00
LI	Light Industrial	70	0.25975	796.8	206.97
IND	Industrial	70	0.25975	462.6	120.16
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	5.4	1.40
NC	Neighborhood Commercial	70	0.25975	8.9	2.31
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	1.5	-0.05
P/QP	Public/Quasi Public	50	0.24481	0.2	0.05
ROAD	Roadways	85	0.46877	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	28.2	0.00
LI	Light Industrial	70	0.36822	7.4	2.72
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	2.8	0.56
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	2	1.03
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	28.4	0.00
LI	Light Industrial	70	0.40880	0.5	0.20
IND	Industrial	70	0.40880	32.5	13.29
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	427.21

IMPACTS for 8 day 100-year event

NORTH ROSEVILLE

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	802.8	75.26
MDR	Medium Density Residential	50	0.14908	63.2	9.42
HDR	High Density Residential	60	0.20442	42.8	8.75
CC	Community Commercial	70	0.25975	80.4	20.88
PR	Park	5	-0.08991	97.9	-9.78
P/QP	Public/Quasi Public	50	0.14908	55.1	8.21
ROAD	Roadways	85	0.34275	104.2	35.71
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	118.5	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	6.6	1.21
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	1.4	0.52
PR	Park	5	-0.03285	2.9	-0.10
P/QP	Public/Quasi Public	50	0.24481	0.2	0.05
ROAD	Roadways	85	0.46077	1.4	0.65
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	60.5	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	6.8	1.36
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	13.3	-0.56
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0.8	0.41
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	10	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	152.00

IMPACTS for 8 day 100-year event

HIGHLAND RESERVE

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	248.8	23.33
MDR	Medium Density Residential	50	0.14908	0	0.00
HDR	High Density Residential	60	0.20442	45.5	9.30
CC	Community Commercial	70	0.25975	162.5	42.21
PR	Park	5	-0.09991	37.2	-3.72
P/QP	Public/Quasi Public	50	0.14908	48.5	7.23
ROAD	Roadways	85	0.34275	44.3	15.18
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	36.7	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
P/QP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.46977	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0.5	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL =	93.53

IMPACTS for 8 day 100-year event

SIERRA VISTA

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	705.9	66.18
MDR	Medium Density Residential	50	0.14908	322.4	48.06
HDR	High Density Residential	60	0.20442	93.4	19.09
CC	Community Commercial	70	0.25975	237.4	61.66
PR	Park	5	-0.09991	105.1	-10.50
P/QP	Public/Quasi Public	50	0.14908	71.7	10.69
ROAD	Roadways	85	0.34275	157.7	54.05
UR	Urban Reserve	2	0.00000	40.1	0.00
OS	Open Space	2	0.00000	317.4	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
P/QP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.48077	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	249.24

IMPACTS for 8 day 100-year event

Creekview

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	157.6	14.78
MDR	Medium Density Residential	50	0.14908	58.7	8.75
HDR	High Density Residential	60	0.20442	18.8	3.84
CC	Community Commercial	70	0.25975	19.1	4.96
PR	Park	5	-0.09991	16	-1.60
P/QP	Public/Quasi Public	50	0.14908	10.1	1.51
ROAD	Roadways	85	0.34275	32.8	11.24
UR	Urban Reserve	2	0.00000	37.2	0.00
OS	Open Space	2	0.00000	95	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0.6	0.11
MDR	Medium Density Residential	50	0.24481	0.4	0.10
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
P/QP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.46077	0.9	0.41
UR	Urban Reserve	2	0.00000	2.6	0.00
OS	Open Space	2	0.00000	26.3	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	1.8	0.36
MDR	Medium Density Residential	50	0.26999	9.7	2.62
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0.5	0.26
UR	Urban Reserve	2	0.00000	0.3	0.00
OS	Open Space	2	0.00000	15.7	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	47.34

IMPACTS for 8 day 100-year event

WEST ROSEVILLE

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	1548.6	145.18
MDR	Medium Density Residential	50	0.14908	120	17.89
HDR	High Density Residential	60	0.20442	100.3	20.50
CC	Community Commercial	70	0.25975	52.8	13.71
PR	Park	5	-0.09991	153.7	-15.36
P/QP	Public/Quasi Public	50	0.14908	147.6	22.00
ROAD	Roadways	85	0.34275	133.2	45.85
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	637.2	0.00
LI	Light Industrial	70	0.25975	55.1	14.31
IND	Industrial	70	0.25975	32.9	8.55
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0.1	0.03
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	43.1	7.89
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	9.5	2.91
CC	Community Commercial	70	0.36822	9.8	3.61
PR	Park	5	-0.03285	97.4	-3.20
P/QP	Public/Quasi Public	50	0.24481	0.3	0.03
ROAD	Roadways	85	0.46077	7.7	3.55
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	44.6	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	1.5	0.30
MDR	Medium Density Residential	50	0.26999	10	2.70
HDR	High Density Residential	60	0.33939	7.9	2.68
CC	Community Commercial	70	0.40880	0.6	0.25
PR	Park	5	-0.04235	0.9	-0.04
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	1	0.51
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	54.2	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	293.71

IMPACTS for 8 day 100-year event

AMORUSO RANCH

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	243.5	22.83
MDR	Medium Density Residential	50	0.14908	58.4	8.71
HDR	High Density Residential	60	0.20442	38.3	7.83
CC	Community Commercial	70	0.25975	51.5	13.38
PR	Park	5	-0.09991	22.9	-2.29
P/QP	Public/Quasi Public	50	0.14908	17.3	2.58
ROAD	Roadways	85	0.34275	46.5	15.94
UR	Urban Reserve	2	0.00000	19.9	0.00
OS	Open Space	2	0.00000	145	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30551	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
P/QP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.46077	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	68.97

APPENDIX C

TECHNICAL MEMORANDUM ON PROJECT ALTERNATIVES AND IMPACT ANALYSIS CHANGES



**CIVIL ENGINEERING
SOLUTIONS, INC.**

590 E Street
Lincoln Ca. 95648
916.645-5700
Fax: 916.645-5706

Technical Memorandum

To: City of Roseville
Attn: Chris Kraft
Date: April 20, 2017
Regarding: Discussion of Impact Changes 2006 to Current Study

Dear Chris;

This memorandum will summarize the changes in computed impacts from the 2006 Fee study to the Current Study.

Table 1 below summarizes the Impact Quantities for each impact source stated in previous studies, and currently computed

TABLE 1 – Comparison of Impact Quantities by Source

Development Area	2006 Fee Study Included Volumes	Stated Volume Impacts From Previous Studies (AF)	Current Study Revised Volume Impact (AF)
Del Webb SP	25.56	25.56	57.41
North Central Roseville SP	244.91	244.91	272.3
Northwest Roseville SP	194.61	194.61	239.7
North Area Industrial	367.66	367.66	437.9
North Roseville SP	123.49	123.4	141.3
Highland Reserve North	72.7	72.7	93.5
West Roseville SP	207.21	207.21	293.7
Infill Areas		92.6	92.6
Sierra Vista SP (2006 MOU #2)	125.41	125.41	249.2
Wastewater Treatment Plant "		207	207.0
Energy Park "		20	20.0
Creekview Specific Plan (MOU #1)	55.88	55.88	47.3
2016 MOU 1 : Amoroso Ranch SP		87.8	69.0
TOTAL :	1418.43	1824.74	2221.0

" Mitigation Rate per 2006 Fee Update estimated at 120 AF, however, it was only included in the surplus volume for 1850 AF. EIR quantified 207 AF Impact. Energy Park estimated 20 AF in PWA/URS Analysis

The 1418 amount used in the 2006 fee update study as a basis for sizing the basin to 1850 acre feet, noted that is expected that the excess capacity would accommodate the then un-finalized estimated impacts for the Infill Areas, Wastewater Treatment Plant, Energy Park and future development areas. At the time the Wastewater treatment plant impact was being estimated at 120 AF but was not included in the impact quantities, except for one of the proposed basis of fee spread which would have given a higher fee to the MOU areas and West Roseville SP.

Knowing what we do today, the real impact quantity estimate for the 2006 update would have been 1824.74 acre feet(AF). The currently estimated computed impacts are 2221 AF. The change in computed impact volumes is a result of a combination of:

1. Additional properties that were undeveloped in 1992 now being captured in the impact analysis and assigned to neighboring specific plan areas.
2. Changes in the underlying soils classifications of the developing properties to a more permeable classification which increases the rate of impact. Latest NRCS soils mapping is included in current study.
3. Changes in the assumed values for infiltration rate and impervious fraction for some development types.
4. A refinement to the Water Balance calculations for establishment of impact rates for the various parameters.

Tables 3 thru 11 at the end of this document summarize the differences in the land use basis assumptions for each hydrologic soils group, comparing the 2006 land use assumptions to the Current Study land use assumptions, for each specific plan area. Exhibit PG-1 shows the land areas included in each of the specific plan areas. Exhibit PG-2 shows the development land use assumptions utilized in the analysis, for all properties that were considered undeveloped at the time the fee was established. Exhibit PG-5 shows the underlying hydrologic soils group for the same developing properties. Please let us know if you feel any revisions are needed for any of these areas.

Item 1) For the current study, CESI performed an analysis looking at a 1992 Google images aerial to determine what properties were developed vs, undeveloped within the Pleasant Grove/Curry Creek watershed and within the City of Roseville. We excluded the SR-65 and Interstate 80 Freeway corridors from this analysis. We found a number of properties adjacent to the specific plan areas that were not developed in 1992, but the current City land use plan shows a development land use on them. These properties were included in the current study per the City land use plan, and assigned to be included in the adjacent specific plan land use computations. These properties are evident in tables 3 to 11, where an increase in total specific plan area is shown. The Sierra Vista SP land use shows a considerable increase from the 2006 analysis as MOU area #2.

Item 2) Exhibit PG-5 shows the latest hydrologic soils group classifications for the Impact Fee planned development properties. It is noted that some previously classified Type D soils have been re-classified as Type C soils. We continue to assign Type CD soils as Type D soils in the current analysis. It would also appear that 2006 study also had some land use areas with "assumed" soil types which were not based on spatial analysis with the NRCS base mapping available at that time.

Item 3) Table 2 below compares the Land Use Parameter assumptions and impact rates for each of the hydrologic soils groups for the 2006 Study and the Current Study.

TABLE 2 – Comparison of Assumed Rates 2006 to Current

LAND USE TYPE	LAND USE DESCRIPTION	2006 Study % IMP	Current Study % IMP	Change % IMP	2006 Study inf rate (in/hr)	Current Study inf rate (in/hr)	Change inf rate (in/hr)	2006 Study impact rate (af/ac)	Current Study impact rate (af/ac)	Change impact rate (af/ac)
TYPE D SOILS										
LDR	Low Density Residential	40	40	0	0.12	0.12	0	0.072	0.094	0.0218
MDR	Medium Density Residential	50	50	0	0.12	0.12	0	0.126	0.149	0.0231
HDR	High Density Residential	65	60	-5	0.12	0.12	0	0.206	0.204	-0.0016
CC	Community Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
PR	Park	5	5	0	0.12	0.12	0	-0.115	-0.100	0.0151
P/QP	Public/Quasi Public	50	50	0	0.12	0.12	0	0.126	0.149	0.0231
ROAD	Roadways	85	85	0	0.12	0.12	0	0.313	0.343	0.0297
UR	Urban Reserve	5	2	-3	0.07	0.07	0	0	0	0
OS	Open Space	5	2	-3	0.07	0.07	0	0	0	0
LI	Light Industrial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
IND	Industrial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
RC	Regional Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
BP	Business Professional	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
NC	Neighborhood Commercial	70	70	0	0.12	0.12	0	0.233	0.260	0.0267
TS	Transportation	70	70	0	0.08	0.12	0.04	0.26	0.260	-0.0003
TYPE C SOILS										
LDR	Low Density Residential	40	40	0	0.16	0.16	0	0.091	0.183	0.0921
MDR	Medium Density Residential	50	50	0	0.16	0.16	0	0.15	0.245	0.0948
HDR	High Density Residential	65	60	-5	0.16	0.16	0	0.233	0.307	0.0675
CC	Community Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
PR	Park	5	5	0	0.16	0.16	0	-0.116	-0.033	0.0832
P/QP	Public/Quasi Public	50	50	0	0.16	0.16	0	0.15	0.245	0.0948
ROAD	Roadways	85	85	0	0.16	0.16	0	0.353	0.451	0.1028
UR	Urban Reserve	5	2	-3	0.09	0.12	0.03	0	0	0
OS	Open Space	5	2	-3	0.09	0.12	0.03	0	0	0
LI	Light Industrial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
IND	Industrial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
RC	Regional Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
BP	Business Professional	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
NC	Neighborhood Commercial	70	70	0	0.16	0.16	0	0.269	0.368	0.0992
TS	Transportation	70	70	0	0.11	0.16	0.05	0.292	0.368	0.0762
TYPE A & B SOILS										
LDR	Low Density Residential	40	40	0	0.25	0.25	0	0.166	0.261	0.0946
MDR	Medium Density Residential	50	50	0	0.25	0.25	0	0.232	0.270	0.0380
HDR	High Density Residential	65	60	-5	0.25	0.25	0	0.331	0.339	0.0084
CC	Community Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
PR	Park	5	5	0	0.25	0.25	0	-0.054	-0.042	0.0117
P/QP	Public/Quasi Public	50	50	0	0.25	0.25	0	0.232	0.270	0.0380
ROAD	Roadways	85	85	0	0.25	0.25	0	0.464	0.513	0.0489
UR	Urban Reserve	5	2	-3	0.16	0.16	0	0	0	0
OS	Open Space	5	2	-3	0.16	0.16	0	0	0	0
LI	Light Industrial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
IND	Industrial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
RC	Regional Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
BP	Business Professional	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
NC	Neighborhood Commercial	70	70	0	0.25	0.25	0	0.364	0.409	0.0448
TS	Transportation	70	70	0	0.17	0.25	0.08	0.382	0.409	0.0268

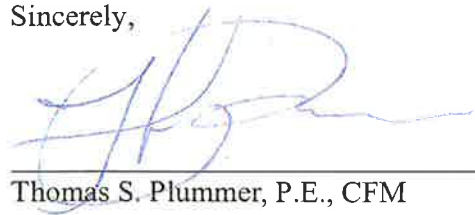
Please let us know if you would like to change any of the parameters used in the updated study. Overall there was very little change in the assumed factors. There was a larger change in the water balance calculations generating an increased runoff volume using the same factors as the previous study.

Item 4) The new water balance analysis is being reviewed separate from this memorandum. The new analysis does show an increase in impact for most land uses, assuming the same parameters as the 2006 study.

Finally, we have reviewed the capabilities of the Southern basin to accommodate the 2221 AF of impact currently computed. As you know, without excavation of storage volumes, the current basin design (PWA/URS) can accommodate 1850 AF of peak storage, assuming flood forecasting to a 7 day advanced interval. The basin volume cannot be increased without performing additional improvements not previously scoped. Excavating the additional storage volume + a little extra to drive additional volumes hydraulically into the basin would be able to increase the storage capacity of the basin above the 2221 acre feet need. The previously provided "Excavated Basin" basis cost estimate (also included here at the end of the document) would accommodate these additional volumes without requiring modification of the bypass channel design. Another alternative would be to construct the northern basin.

Please let us know if there is any additional information you require, please contact me at (916) 645-5700.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Plummer', is written over a horizontal line.

Thomas S. Plummer, P.E., CFM

DEL WEBB

[illegible]

NORTH CENTRAL

TOTAL=	272.34
--------	--------

1743.50	1626.54	116.96
---------	---------	--------

IMPACTS for 8 day 100-year event

TOTAL=	239.73
--------	--------

NWRSP	NW	Difference
NW	OLD	
NEW	Land Use	Land Use

[illegible]

2600.30	2617.28	-16.98
---------	---------	--------

TABLE 6 – Comparison of North Industrial Land Use/Soils

IMPACTS for 8 day 100-year event

NORTH INDUSTRIAL

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	201.7	18.91
MDR	Medium Density Residential	50	0.14908	80.4	11.99
HDR	High Density Residential	60	0.20442	21.8	4.46
CC	Community Commercial	70	0.25975	60.2	15.61
PR	Park	5	-0.09991	51.3	-5.13
P/QP	Public/Quasi Public	50	0.14908	8.5	1.27
ROAD	Roadways	85	0.34275	91.7	31.43
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	117.6	0.00
LI	Light Industrial	70	0.25975	796.3	206.97
IND	Industrial	70	0.25975	462.6	120.16
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	5.4	1.40
NC	Neighborhood Commercial	70	0.25975	3.9	2.31
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30551	0	0.00
CC	Community Commercial	70	0.36322	0	0.00
PR	Park	5	-0.03285	1.5	-0.05
P/QP	Public/Quasi Public	50	0.24481	0.2	0.05
ROAD	Roadways	85	0.46077	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	28.2	0.00
LI	Light Industrial	70	0.36322	7.4	2.72
IND	Industrial	70	0.36322	0	0.00
RC	Regional Commercial	70	0.36322	0	0.00
BP	Business Professional	70	0.36322	0	0.00
NC	Neighborhood Commercial	70	0.36322	0	0.00
TS	Transportation	70	0.36322	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20053	2.8	0.56
MDR	Medium Density Residential	50	0.26993	0	0.00
HDR	High Density Residential	60	0.33933	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
P/QP	Public/Quasi Public	50	0.26993	0	0.00
ROAD	Roadways	85	0.51291	2	1.03
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	28.4	0.00
LI	Light Industrial	70	0.40880	0.5	0.20
IND	Industrial	70	0.40880	32.5	13.29
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
TOTAL=				427.21	

437.90	367.66	
N. IND NI NEW	N. IND OLD Land Use	Difference Land Use
201.7	352.1	-150.4
80.4		80.4
21.8		21.8
60.2	28.59	31.61
51.3	18.92	32.38
8.5	7.2	1.3
122.9	71.3	51.6
0		0
117.6	8.8	108.8
796.3	329	-32.2
462.6	457.16	5.44
0		0
5.4	10	-4.6
3.9	7.4	-1.5
0		0
0		0
0		0
0		0
1.5		1.5
0.2		0.2
0		0
0		0
28.2	25	3.2
7.4	46	-32.6
0		0
0		0
0		0
0		0
0		0
0		0
2.8		2.8
0		0
0		0
0		0
0		0
2		2
0		0
28.4	107.5	-79.1
0.5		0.5
32.5		32.5
0		0
0		0
0		0
0		0
0		0
2041.50	1962.97	78.63

TABLE 7 – Comparison of North Roseville SP Impacts

IMPACTS for 8 day 100-year event

NORTH ROSEVILLE

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	802.8	75.26
MDR	Medium Density Residential	50	0.14908	63.2	9.43
HDR	High Density Residential	60	0.20442	42.8	8.75
CC	Community Commercial	70	0.25975	80.4	20.88
PR	Park	5	-0.09991	97.9	-9.78
P/QP	Public/Quasi Public	50	0.14908	55.1	8.21
ROAD	Roadways	85	0.34275	104.2	35.71
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	118.5	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	6.8	1.24
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	1.4	0.52
PR	Park	5	-0.03285	2.9	-0.10
P/QP	Public/Quasi Public	50	0.24481	0.2	0.05
ROAD	Roadways	85	0.46077	1.4	0.65
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	50.5	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	6.8	1.36
MDR	Medium Density Residential	50	0.25999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	13.3	-0.56
P/QP	Public/Quasi Public	50	0.25999	0	0.00
ROAD	Roadways	85	0.51291	0.8	0.41
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	10	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL=	152.00

141.27	123.4	
NRSP NR	NRSP OLD	Difference
NEW	Land Use	Land Use
802.8	916.7	-113.9
63.2	92.4	-29.2
42.8	37	5.8
80.4	108.9	-28.5
97.3	117.8	-19.3
55.1	69.1	-14
72.9	78.3	-5.4
0		0
118.5	148.9	-30.4
0		0
0		0
0		0
0		0
0		0
0		0
0		0
5.6		5.6
0		0
0		0
1.4		1.4
2.9		2.9
0.2		0.2
1.4		1.4
0		0
60.5		60.5
0		0
0		0
0		0
0		0
0		0
0		0
0		0
8.0		8.0
0		0
0		0
0		0
13.3		13.3
0		0
0.8		0.8
0		0
10	35	-25
0		0
0		0
0		0
0		0
0		0
0		0
1437.50	1504.10	-166.60

TABLE 8 – Comparison of Highland Reserve Land Use/Soils

IMPACTS for 8 day 100-year event

HIGHLAND RESERVE

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	248.9	23.33
MDR	Medium Density Residential	50	0.14908	0	0.00
HDR	High Density Residential	60	0.20442	45.5	9.30
CC	Community Commercial	70	0.25975	162.5	42.21
PR	Park	5	-0.09991	37.2	-3.72
PQP	Public/Quasi Public	50	0.14908	48.5	7.23
ROAD	Roadways	85	0.34275	44.3	15.18
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	36.7	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
PQP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.46877	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0.5	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
PQP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL =	93.53

[illegible]

TABLE 9 – Comparison of Sierra Vista Land Use/Soils

IMPACTS for 3 day 100-year event

SIERRA VISTA

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	705.9	66.18
MDR	Medium Density Residential	50	0.14908	322.4	48.06
HDR	High Density Residential	60	0.20442	93.4	19.09
CC	Community Commercial	70	0.25975	237.4	61.66
PR	Park	5	-0.09991	105.1	-10.50
PROQ	Public/Quasi Public	50	0.14908	71.7	10.69
ROAD	Roadways	85	0.34275	157.7	54.05
UR	Urban Reserve	2	0.00000	40.1	0.00
OS	Open Space	2	0.00000	317.4	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0	0.00
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
PROQ	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.45077	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	0	0.00
MDR	Medium Density Residential	50	0.26999	0	0.00
HDR	High Density Residential	60	0.33939	0	0.00
CC	Community Commercial	70	0.40880	0	0.00
PR	Park	5	-0.04235	0	0.00
PROQ	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	0	0.00
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	0	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
				TOTAL =	249.24

[illegible]

TABLE 10 – Comparison of Creekview SP Land Use/Soils

IMPACTS for 8 day 100-year event

Creekview

LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	157.5	14.78
MDR	Medium Density Residential	50	0.14908	58.7	8.75
HDR	High Density Residential	60	0.20442	18.8	3.84
CC	Community Commercial	70	0.25975	19.1	4.95
PR	Park	5	-0.03931	15	-1.60
P/QP	Public/Quasi Public	50	0.14908	10.1	1.51
ROAD	Roadways	85	0.34275	32.8	11.24
UR	Urban Reserve	2	0.00000	37.2	0.00
OS	Open Space	2	0.00000	95	0.00
LI	Light Industrial	70	0.25975	0	0.00
IND	Industrial	70	0.25975	0	0.00
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0	0.00
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.18311	0.5	0.11
MDR	Medium Density Residential	50	0.24481	0.4	0.16
HDR	High Density Residential	60	0.30651	0	0.00
CC	Community Commercial	70	0.36822	0	0.00
PR	Park	5	-0.03285	0	0.00
P/QP	Public/Quasi Public	50	0.24481	0	0.00
ROAD	Roadways	85	0.45077	0.9	0.11
UR	Urban Reserve	2	0.00000	2.5	0.00
OS	Open Space	2	0.00000	26.3	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20099	1.8	0.36
MDR	Medium Density Residential	50	0.26099	3.7	2.52
HDR	High Density Residential	60	0.33399	0	0.00
CC	Community Commercial	70	0.40699	0	0.00
PR	Park	5	-0.34295	0	0.00
P/QP	Public/Quasi Public	50	0.26099	0	0.00
ROAD	Roadways	85	0.51291	0.5	0.26
UR	Urban Reserve	2	0.00000	9.3	0.00
OS	Open Space	2	0.00000	15.7	0.00
LI	Light Industrial	70	0.40699	0	0.00
IND	Industrial	70	0.40699	0	0.00
RC	Regional Commercial	70	0.40699	0	0.00
BP	Business Professional	70	0.40699	0	0.00
NC	Neighborhood Commercial	70	0.40699	0	0.00
TS	Transportation	70	0.40699	0	0.00
				TOTAL=	47.34

CV NEW	CV OLD Land Use	Difference Land Use
157.6	234.4	-76.3
58.7		58.7
18.8	3.6	15.2
19.1	9.5	9.6
16	0.1	15.9
10.1		10.1
32.8	11.9	20.9
37.2		37.2
95	88.5	6.5
0		0
0		0
0		0
0		0
0		0
0		0
0.8	57.1	-56.3
0.4		0.4
0	12.6	-12.6
0	33.9	-33.9
0	3.9	-3.9
0		0
0.3	11.9	-11.1
2.6		2.6
26.7	81	-54.7
0		0
0		0
0		0
0		0
0		0
0		0
1.0	38.1	-36.3
9.7		9.7
0	3.8	-3.8
0	9.6	-9.6
0		0
0		0
0.8	11.9	-11.1
0.3		0.3
15.7	48.7	-33
0		0
0		0
0		0
0		0
9		0
0		0
504.10	666.50	162.40

TABLE 11 – Comparison of West Roseville SP Land Use/Soils

IMPACTS for 8 day 100-year event

WEST ROSEVILLE

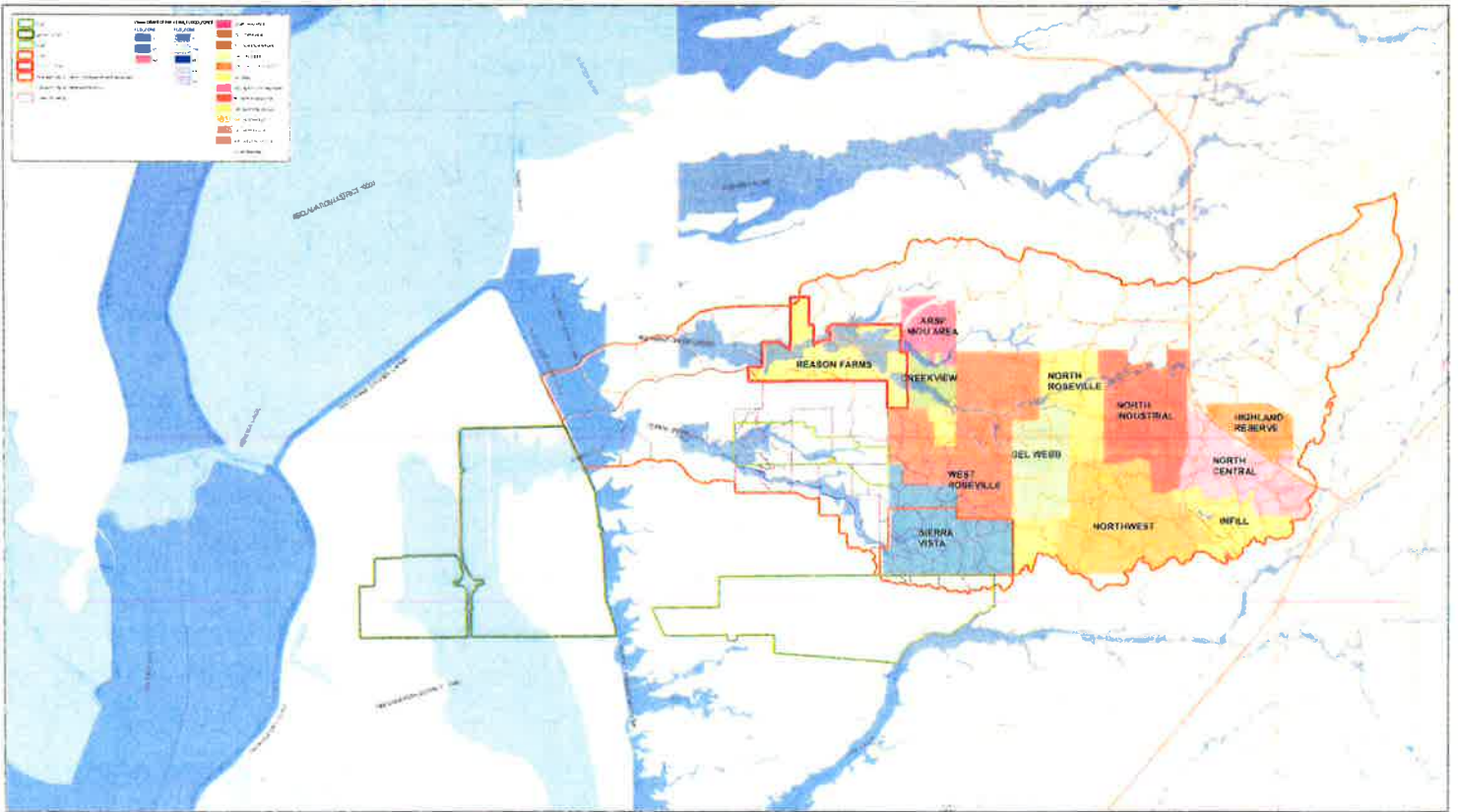
LAND USE TYPE	LAND USE DESCRIPTION	% IMPERVIOUS	IMPACT RATE (AF/ACRE)	LAND USE AREA (ACRE)	LAND USE IMPACT (ACRE FT)
TYPE D SOILS					
LDR	Low Density Residential	40	0.09375	1548.6	145.18
MDR	Medium Density Residential	50	0.14908	120	17.89
HDR	High Density Residential	60	0.20442	100.3	20.50
CC	Community Commercial	70	0.25975	52.8	13.71
PR	Park	5	-0.09991	153.7	-15.35
P/QP	Public/Quasi Public	50	0.14908	147.6	22.00
ROAD	Roadways	85	0.34275	133.2	45.65
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	537.2	0.00
LI	Light Industrial	70	0.25975	55.1	14.31
IND	Industrial	70	0.25975	32.9	8.55
RC	Regional Commercial	70	0.25975	0	0.00
BP	Business Professional	70	0.25975	0.1	0.03
NC	Neighborhood Commercial	70	0.25975	0	0.00
TS	Transportation	70	0.25975	0	0.00
TYPE C SOILS					
LDR	Low Density Residential	40	0.16311	43.1	7.89
MDR	Medium Density Residential	50	0.24481	0	0.00
HDR	High Density Residential	60	0.30651	9.5	2.91
CC	Community Commercial	70	0.36822	9.9	3.61
PR	Park	5	-0.03235	97.4	-3.20
P/QP	Public/Quasi Public	50	0.24481	0.3	0.07
ROAD	Roadways	85	0.45077	7.7	3.55
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	44.6	0.00
LI	Light Industrial	70	0.36822	0	0.00
IND	Industrial	70	0.36822	0	0.00
RC	Regional Commercial	70	0.36822	0	0.00
BP	Business Professional	70	0.36822	0	0.00
NC	Neighborhood Commercial	70	0.36822	0	0.00
TS	Transportation	70	0.36822	0	0.00
TYPE A & B SOILS					
LDR	Low Density Residential	40	0.20058	1.5	0.30
MDR	Medium Density Residential	50	0.26999	10	2.70
HDR	High Density Residential	60	0.33939	7.9	2.68
CC	Community Commercial	70	0.40880	0.6	0.25
PR	Park	5	-0.04235	0.9	-0.04
P/QP	Public/Quasi Public	50	0.26999	0	0.00
ROAD	Roadways	85	0.51291	1	0.51
UR	Urban Reserve	2	0.00000	0	0.00
OS	Open Space	2	0.00000	54.2	0.00
LI	Light Industrial	70	0.40880	0	0.00
IND	Industrial	70	0.40880	0	0.00
RC	Regional Commercial	70	0.40880	0	0.00
BP	Business Professional	70	0.40880	0	0.00
NC	Neighborhood Commercial	70	0.40880	0	0.00
TS	Transportation	70	0.40880	0	0.00
TOTAL=				293.71	

293.71 WRSP WR NEW	207.21 WRSP OLD Land Use	Difference Land Use
1548.6	1594.8	-46.2
120	64.2	55.8
100.3	37.4	62.9
52.8	34.8	18
153.7	165	-12.3
147.6	145.6	2
133.2	84.6	48.6
0		0
537.2	534.2	103
55.1	45.9	9.2
32.9	53.8	-20.9
0		0
0.1	19.6	-19.5
0		0
0		0
0		0
43.1	1.1	42
0		0
9.5		9.5
9.9		9.9
97.4	0.9	96.5
0.3	0.1	0.2
7.7	6.8	0.9
0		0
44.6	57.3	-13.3
0	0.2	-0.2
0		0
0		0
0		0
0		0
0		0
1.5	49.8	-48.3
10	7.2	2.8
7.9		7.9
0.6	13.7	-13.1
0.9	102.5	-101.7
0	3.2	-3.2
1	22	-21
0		0
54.2	107	-52.8
0		0
0	8.8	-8.8
0		0
0		0
0		0
0		0
3270.00	3162.00	108.00

APPENDIX D

OVERSIZED EXHIBITS

2017 UPDATE TO THE PGWMF



**CIVIL ENGINEERING
SOLUTIONS, INC.**

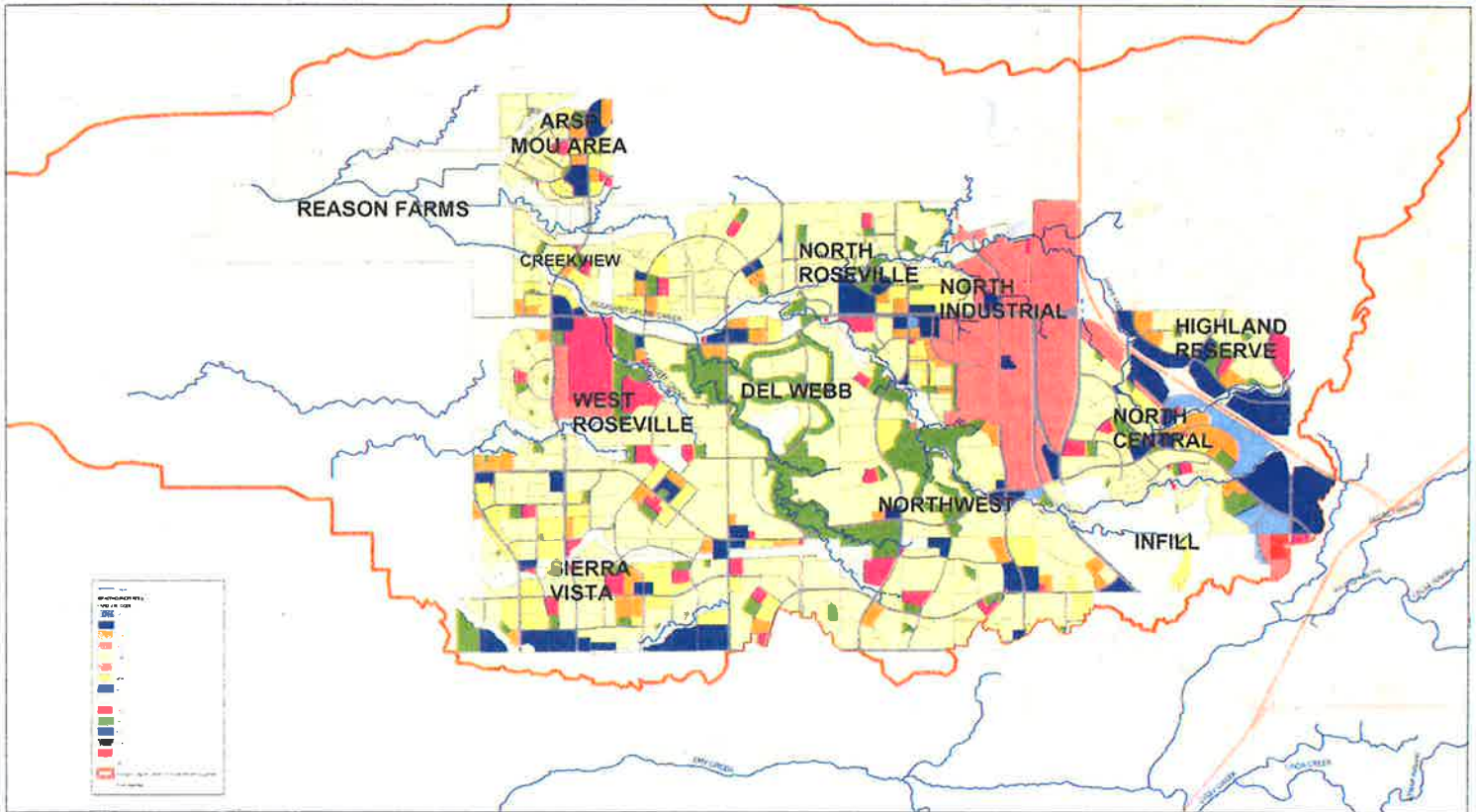
CITY OF ROSEVILLE



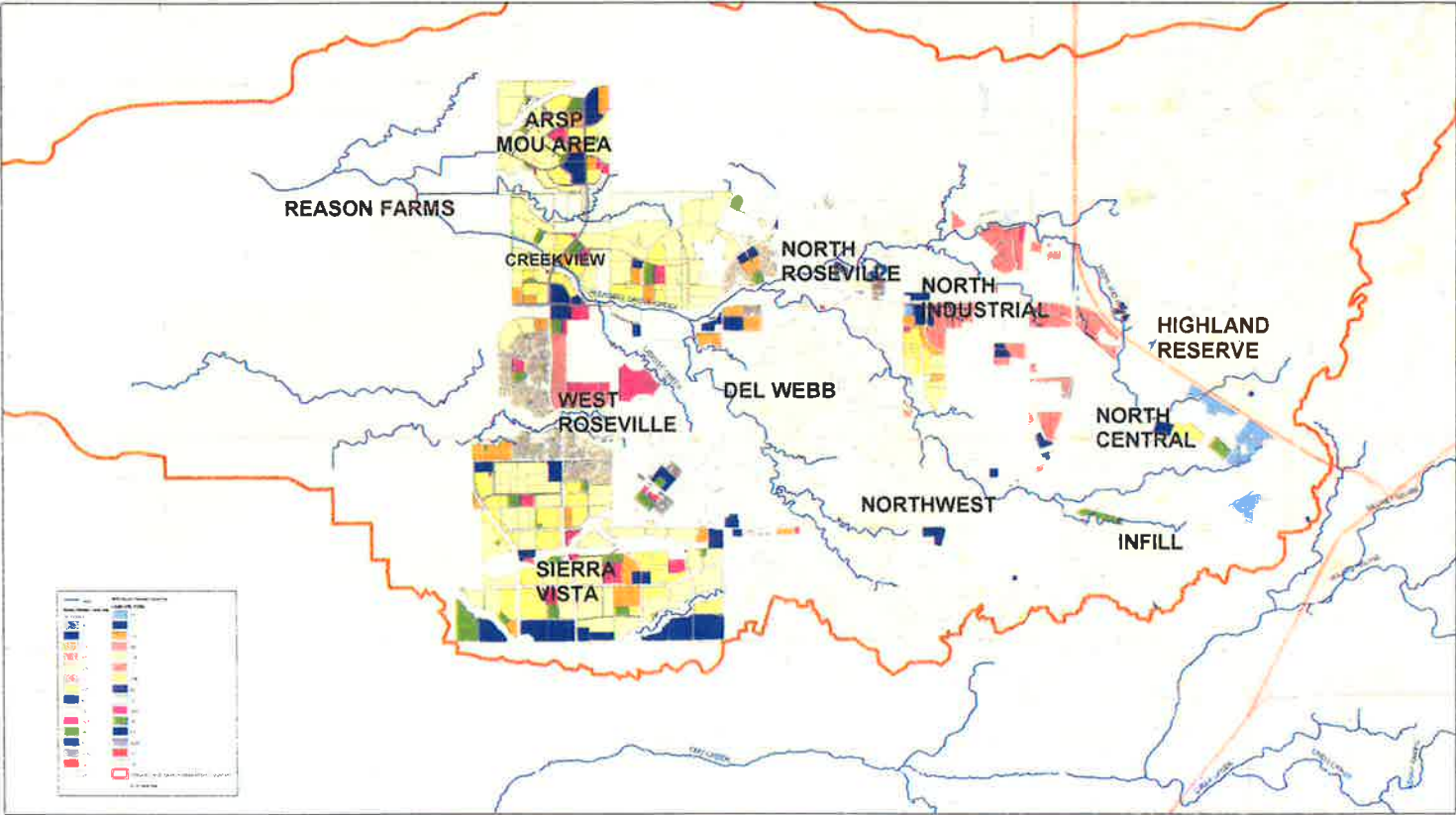
**PGWMF
REGIONAL CONTEXT MAP
MARCH 2017**

PG-1

2017 UPDATE TO THE PGWMF



2017 UPDATE TO THE PGWMF



CIVIL ENGINEERING
SOLUTIONS, INC.

CITY OF ROSEVILLE



PGWMF - REMAINING DEV
CONTRIBUTING TO FEE
AS OF AUGUST 2016

PG-4

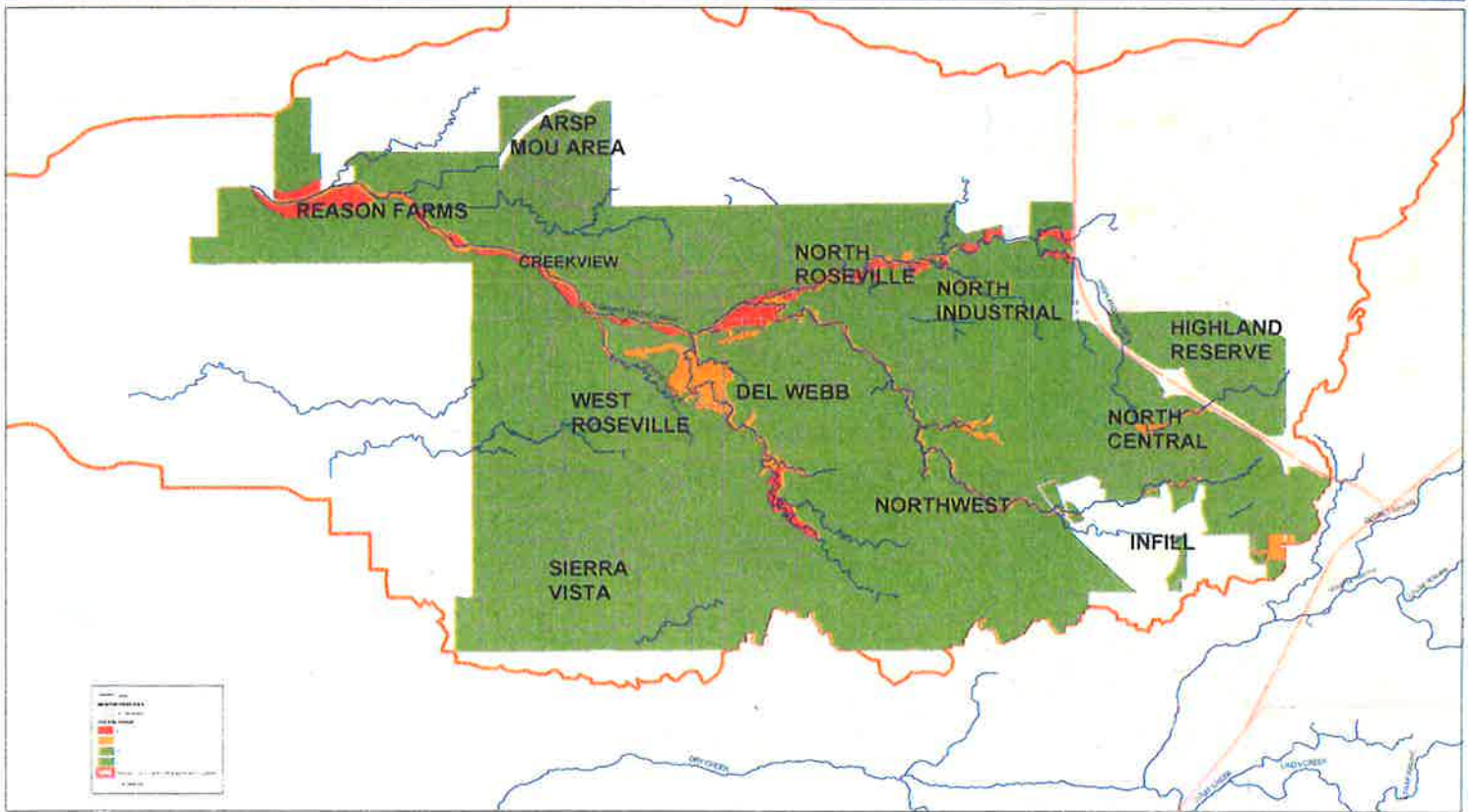
2017 UPDATE TO THE PGWMF



REGIONAL FLOOD ISSUES - PGC



2017 UPDATE TO THE PGWMF



CIVIL ENGINEERING
SOLUTIONS, INC.

CITY OF ROSEVILLE



PGWMF - HYD SOIL GROUP
CONTRIBUTING TO IMPACT
MARCH 2017

PG-5

