



AGENDA
October 18, 2017

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. PRESENTATIONS

5.1. U.S. Resiliency Council Plaque Presentation

Presentation by Thomas Ketron, Director of Marketing at Clark Pacific of a plaque from the U.S. Resiliency Council to the City of Roseville.

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

5.2. Resolution of Congratulations to Roseville Coalition of Neighborhood Associations

Roseville Coalition of Neighborhood Associations be commended for their outstanding service and dedication to the City of Roseville, and congratulated on its 20th anniversary.

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Vehicle Purchases

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Ron Du Pratt Ford, Inc. for two Ford F350 trucks with utility bodies utilizing RFQ 01-3141; and authorize a purchase order to Holt of California for one Caterpillar (CAT) 308E2 excavator utilizing National Joint Powers Alliance contract #032515-CAT. The total cost of two Ford F350 trucks with utility bodies is \$111,925.62. The total cost of one CAT 308E2 excavator is \$130,970.44. Funding for these vehicles is included in the FY2017-18 Auto Replacement Budget.

CC #: 8823

File #: 0203-01

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

7.2. 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project - Budget Adjustment and Construction Contract

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-435 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MADSEN ROOFING & WATERPROOFING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF

THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5876 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 Council award a construction contract to Madsen Roofing & Waterproofing, Inc. in the amount of \$112,511.00 for the 2017 Dry Creek Wastewater Treatment Plant (DCWWTP) Roof Rehabilitation Project, and authorize the Environmental Utilities Director, or his designee, to approve change orders by no more than 10% or \$11,251.10. A budget adjustment in the amount of \$30,000.00 is also requested to transfer Wastewater Rehabilitation funds to the 2017 DCWWTP Roof Rehabilitation Project budget. The scope of the project includes replacement of the single ply roof system on two plant process buildings and to provide weatherproof coatings to roof parapet walls for three additional process buildings. The total project budget of \$145,000.00 will be funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority (SPWA) partner agencies. Sufficient funds are available within the Wastewater Rehabilitation Fund to pay Roseville's cost share of 63.08% (\$91,466.00).

CC #: 8812

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

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

7.3. Electric Substation Bushings – Sole Source Purchase Order

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council authorize a sole source purchase order with ABB Inc. through its sole authorized distributor in California, Pacific Utilities Supply Company, to provide Electric substation bushings. Total cost of the purchase order is for \$82,239.30. Funding is available in the FY2017-18 Electric Operations Budget.

CC #: 8816

File #: 0203-07

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

7.4. Painting Services (RFQ 01-3142) – Reject All Bids

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-437 REJECTING ALL BIDS FOR PAINTING SERVICES. Staff recommends that all bids received for RFQ 01-3142 for painting services be rejected. The Building Maintenance Division solicited bids for the materials and labor to paint the Civic Center, the Police Department and the Maidu Community Center. The bids exceed the Facility Rehabilitation Project's available budget. Building Maintenance staff will revise the specifications and re-issue a new bid at a later date. There is no fiscal impact at this time, since there will be no contract award.

CC #: 8820

File #: 0203-21

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

Resolutions

7.5. North American Electric Reliability Corporation Critical Infrastructure Protection Assistance - Professional Services Agreement

Memo from Electric Compliance Analyst Jamie Johnson and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-442 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRID SUBJECT MATTER EXPERTS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is requesting approval for a Professional Services Agreement with Grid Subject Matter Experts for assistance to Roseville Electric in compliance with North American Electric Reliability Corporation and Western Electricity Coordinating Council Critical Infrastructure Protection Reliability Standards. Total cost of the agreement is a not to exceed \$214,000.00 through the end of calendar year 2020. \$40,000.00 of funding is included in the Electric Compliance Budget for the remainder of FY2017-18. Continuation of services provided by the professional services agreement beyond the current budget year are contingent upon approval of future budgets.

CC #: 8826

File #: 0800-03

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

7.6. Electric Vehicle Charging Impact Study - Professional Services Agreement

Memo from Electric Customer Programs Supervisor David Bradford and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-444 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND AECOM TECHNICAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item authorizes the City Manager to execute a service agreement with AECOM Technical Consulting Services, Inc. to assess the future impacts of electric vehicle charging on the electric utility. The agreement is not to exceed \$80,000.00. Funding for this study was approved in the Electric Utility's FY2017-18 budget.

CC #: 8834

File #: 0800-03

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

7.7. Kennel Lease - Ninth Amendment to Lease and Operating Agreement

Memo from Administrative Analyst II Rodney Funke and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-443 APPROVING A NINTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND EARL WOOD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This will extend the current lease for a period of two years. Revenue from this property will be \$60,000.00 over the two year period and is included in the General Fund Property Management for FY2017-

18 budget.

CC #: 8830

File #: 1006-01

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

7.8. Pre-Qualifications Procedure for Certain Parks, Recreation & Libraries 2018 Projects

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-438 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. In order to address multiple concerns in administrating the construction of parks projects staff believes it would be best to pre-qualify all contractors and specific sub-contracting trades seeking to bid park projects slated for 2018. There is no direct fiscal impact from approving the pre-qualification and appeals process.

CC #: 8821

File #: 0704

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

7.9. Meter Reading Services - Third Amendment to Professional Services Agreement

Memo from Assistant Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-434 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TRIMARK ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval to extend a professional services agreement with Trimark Associates, Inc. for meter reading services for large business and industrial meters. Total cost of the three-year extension is not to exceed \$150,000.00. Existing electric utility budget is expected to cover service costs for the remainder of FY2017-18. Funding for services beyond FY2017-18 are subject to future City Council approval of the Electric department's budget.

CC #: 8811

File #: 0800-03

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

7.10. Street Closure Request - Family Fun Night - October 26, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-439 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE MERCHANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Street closures included are S. Grant between Oak Street and Atlantic Street; and

Vernon Street between Lincoln Street and Taylor Street. The closure times will be October 26, 2017, 2:30 p.m. - 9:30 p.m. In support of the Downtown Roseville Merchants Association, the City is waiving the fees for street closures and rental fees for the Vernon Street Town Square.

CC #: 8822

File #: 0109-02

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

7.11. Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment

Memo from Assistant Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-436 APPROVING A FIRST 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 an amendment to the professional services agreement with UtiliWorks Consulting, LLC to provide consulting support for the Advanced Metering Infrastructure (AMI) project. This amendment will increase the contract amount by \$39,960.00 for a total contract value not to exceed \$208,800.00. Funding is available in the FY2017-18 Electric and Environmental Utilities AMI capital improvement projects.

CC #: 8813

File #: 0800-03

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

Ordinances (for introduction and first reading)

7.12. Municipal Code Amendment - Recycled Water

Memo from Wastewater Utility Manager Kenneth Glotzbach and Environmental Utilities Director Richard Plecker recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.17.120 OF CHAPTER 14.17 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RECYCLED WATER. Staff are developing a recycled water wholesale program to provide recycled water to other agencies for retail sale outside the City of Roseville but within the South Placer Wastewater Authority service area. Presently, the Roseville Municipal Code prohibits all resale of recycled water. In order to enter into a wholesale agreement, section 14.17.120 of the municipal code must be changed to permit resale once the City Council has approved a wholesale agreement. There is no fiscal impact resulting from this action.

CC #: 8817

File #: 0800-02

CONTACT: Kenneth Glotzbach 916-774-5754 kglotzbach@roseville.ca.us

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

7.13. Dry Creek Greenway West Multi-use Trail Planning and Feasibility Study - Agreements and Budget Adjustment

Memo from Administrative Analyst Jeannie Gandler and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-445 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 17-446 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE RAILS TO TRAILS CONSERVANCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 17-447 APPROVING A SUBRECIPIENT AGREEMENT BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5880 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 Dry Creek Greenway West Trail is identified in the Bicycle Master Plan as a Class I shared use bikeway that would run alongside Dry Creek between Riverside Avenue in the City of Roseville and Cook-Riolo Road in Placer County. The professional services agreement with Dokken Engineering for the preparation of the Dry Creek Greenway West Planning & Feasibility Study is for a not-to-exceed amount of \$206,805.00. The professional services agreement with Rails to Trails Conservancy for the preparation of the Dry Creek Greenway West Planning & Feasibility Study is for a not-to-exceed amount of \$20,195.00. The subrecipient agreement with the Placer County Transportation Planning Agency (PCTPA) will reimburse the City from a FTA Section 5304 Sustainable Communities Transportation Planning (SCTP) grant for contract services with Dokken Engineering and Rails to Trails Conservancy. The budget adjustment allocates \$316,417.00 for the Dry Creek Greenway West Planning & Feasibility Study. SCTP funding (\$183,126.00) and Local Transportation Funds (\$133,291.00) will pay for the study. No general funds will be used.

CC #: 8837

File #: 0721-05 & 0201-01

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

7.14. Wastewater Interceptor Cleaning Project - Service Agreement and Budget Adjustment

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-440 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NATIONAL PLANT SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5879 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 Council award a service agreement to National Plant Services, Inc. in the amount of \$208,401.50 for the Wastewater Interceptor Cleaning Project, and authorize the Environmental Utilities Director, or his designee, to approve change orders by no more than 10% or \$20,840.15. A budget adjustment in the amount of \$140,000.00 is also requested to transfer Wastewater Rehabilitation funds to the Wastewater Interceptor Cleaning Project budget. The scope of the project includes cleaning of approximately 5,600 linear feet of 21-inch to 66-inch diameter sewer interceptors and siphons. The project is funded by the Roseville Wastewater Rehabilitation Fund in the amount of \$131,459.67 (63.08%) and by the South Placer Wastewater Authority partner agencies in the amount of \$76,941.83 (36.92%).

CC #: 8824

File #: 0800-02 & 0201-01

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

7.15. Buckle Up Baby Program - Budget Adjustment

Memo from Administrative Assistant Natalie Rickman and Fire Chief Rick Bartee recommending Council adopt ORDINANCE NO. 5877 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 will move \$20,000.00 from the Special Fund (Buckle Up Baby) to the Fire and Life Safety Temporary Salaries account for FY2017/18. This adjustment will cover the cost of salaries for the temporary part-time employee who administers the Buckle Up Baby program.

CC #: 8814

File #: 0201-01

CONTACT: Natalie Rickman 916-774-5897 nrickman@roseville.ca.us

Ordinances (for second reading and adoption)

7.16. Second Reading - Campaign Finance Ordinance Amendments

ORDINANCE NO. 5878 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SUBSECTION 2.60.040(C), SUBSECTIONS 2.60.065(C) AND (D), SECTION 2.60.070, SECTION 2.60.075, SECTION 2.60.080, AND SECTION 2.60.090 OF CHAPTER 2.60, AMENDING SUBSECTION 2.80.040(B)(4), SECTION 2.80.070, SECTION 2.80.080, AND SECTION 2.80.090 OF CHAPTER 2.80, AND AMENDING SECTION 2.90.010 OF CHAPTER 2.90 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CAMPAIGN FINANCE DISCLOSURE, for second reading and adoption.

CC #: 8829

File #: 0502

Reports / Requests

7.17. Out of State Travel - Fire Department

Memo from Assistant Fire Chief Greg James and Fire Chief Rick Bartee recommending Council approve out-of-state travel for Captain Kevin Cullison to attend the "Enhanced Procuring Personal Protective Equipment (PPE) Functionality for Chemical, Biological, Radiological and Nuclear (CBRN) Critical Incident Response" seminar in Elkton, Maryland at Gore's Elk Mills production plant November 1-3, 2017. The Roseville Fire Department contributes personnel to CA Task Force 7 Urban Search and Rescue Team (USAR CATF7). Information and training from this seminar will be used to aid in specifying and procuring Personal Protective Equipment (PPE) used in tactical, terrorism, and USAR responses nationally as well as in California and locally in Roseville. Total cost to the department is approximately \$1,062.00. Funds for this training are available in the FY2017/18 Fire Department budget. Tuition, travel, per diem, lodging, release time costs in the amount of \$4,053.00 will be covered by Federal Emergency Management Agency (FEMA) and Gore.

CC #: 8832

File #: 0600-02

CONTACT: Greg James 916-774-5806 gjames@roseville.ca.us

7.18. Out of State Travel - Electric Department - Change

Memo from Administrative Technician Patrick Zanardelli and Electric Utility Director Michelle Bertolino recommending Council approve a change of an out-of-state travel request from Wisconsin to Florida, to allow Roseville Electric Engineering staff to attend the Principles of Substation Design & Construction training class offered by the University of Wisconsin. The originally scheduled October offering of this course in Wisconsin is full and seats for the February offering in Florida are still available. The estimated total cost of the training and travel \$3,500.00 is included in Roseville Electric Utility's FY2017/18 approved budget.

CC #: 8827

File #: 0600-02

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

7.19. Out of State Travel - Information Technology Department

Memo from IT Analyst Karl Grover and Chief Information Officer Hong Sae recommending Council approve out-of-state travel to Dallas, Texas for (5) City employees spread across multiple trips to attend EF Johnson 800Mhz Radio training and testing purposes. Training class costs are included in the EF Johnson 800Mhz Radio contract authorized by the City Council on 7/5/2017 and estimated travel costs of \$25,000.00 are included in the project budget.

CC #: 8818

File #: 0600-02

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

Ceremonial Documents

7.20. Resolution of Commendation and Appreciation to Mark Murphy

Mark Murphy be commended for his 19 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable life.

CC #: 8835

File #: 0102-10

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

7.21. Proclamation - Small Business Saturday

Proclaim November 25, 2017 as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

CC #: 8837

File #: 0102-06

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

7.22. Proclamation - California Arbor Week

Proclaim November 3-10, 2017 as a week to celebrate California Arbor Week in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

CC #: 8836

File #: 0102-06

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Capitol Corridor Joint Powers Authority - Memorandum of Understanding

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-441 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY AND THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Memorandum of Understanding (MOU) establishes the responsibilities of the Capitol Corridor Joint Powers Authority and the City regarding the implementation of the Capitol Corridor Third Track project and its impacts to City parking supply. Funding to-date for the parking study and other contract work committed to in this MOU has been provided through Transportation Funds and through Capital Corridor Joint Powers Authority Funds. There is no General Fund impact associated with this request.

CC #: 8825

File #: 0800-06

CONTACT: Lauren Hocker 916-774-7252 lhocker@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Historic Old Town Parking Study

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne with an informational item on pending and future projects within Historic Old Town, and the effects of these projects on parking. Staff is requesting Council to provide feedback and direction on parking options outlined in the parking study. There is no fiscal impact.

CC #: 8819

File #: 0800-06 & 0102-11

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

9.2. Update on Homeless Services and Strategy to Reduce Homelessness

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles with a presentation on the City's strategic approach to evaluate the needs of our homeless community and provide a response that includes enforcement and offers individuals and families who are homeless access to support and services, including safe shelter, food, health and counseling services, education, and employment services aimed at preparing individuals and families to regain permanent housing, jobs, stability, and a path forward towards self-sufficiency.

CC #: 8831

File #: 0709-05 & 0102-11

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

9.3. Content Management Replacement & Website Redesign Project Update

Memo from Business Systems Analyst II Morgan Flowers and Chief Information Officer Hong Sae with a presentation that will briefly cover the City's new website which is expected to go live in November. There is no new fiscal impact.

CC #: 8815

File #: 0800-05 & 0102-11

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8828
File #: 0102-10

Title: Resolution of Congratulations to Roseville Coalition of Neighborhood Associations
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Recommend Roseville Coalition of Neighborhood Associations be commended for their outstanding service and dedication to the City of Roseville, and congratulated on its 20th Anniversary.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Congratulations to Roseville Coalition of Neighborhood Associations

City of Roseville

RESOLUTION

CONGRATULATIONS

ROSEVILLE COALITION OF NEIGHBORHOOD ASSOCIATIONS 20TH ANNIVERSARY

WHEREAS, Roseville Coalition of Neighborhood Associations (RCONA) was founded in 1997 as a community policing project in partnership with the Roseville Police Department, and now operates as a non-profit public-benefit corporation overseeing 16 active neighborhood associations; and

WHEREAS, RCONA's mission is to improve the social, physical, and economic health of all neighborhoods across the Roseville community by sharing information, facilitating training and education, providing resources, and encouraging communication between neighborhoods, government, educational institutions, and other community groups; and

WHEREAS, RCONA partners with Neighborhoods USA, a national organization dedicated to strengthening and enriching neighborhoods through implementation of successful neighborhood programs in cities nationwide; and

WHEREAS, RCONA collaborates with Roseville Police and Fire departments in implementing community public-safety programs citywide; and

WHEREAS, RCONA celebrates two successful family-oriented annual events: the 10th annual Movies in the Park series and the 6th annual Santa in the Park event this past year with support from student community-service volunteers, community businesses, and the following city departments: Roseville Electric Utility, Environmental Utilities, Parks, Recreation and Library departments, and Public Affairs & Communications; and

WHEREAS, RCONA builds and strengthens neighborhood associations by facilitating productive communications and collaborations between neighborhoods and all departments in the City of Roseville, including a 2003 RCONA Traffic Task Force, 2012-16 PCTPA Transit Steering Committee, and a 2013-14 Cultural Arts and Entertainment Planning Commission; and

WHEREAS, RCONA neighborhoods have been recognized by Neighborhoods USA for multiple awards in national neighborhood competitions; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, RCONA is congratulated on its 20th anniversary for its success in building community and strengthening quality of life in Roseville neighborhoods.

SIGNED AND APPROVED this 18th day of October, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8823
File #: 0203-01

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

Meeting Date: 10/18/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

RFQ 01-3141

Staff recommends City Council authorize a purchase order to Ron Du Pratt Ford, Inc. for two Ford F350 trucks with utility bodies utilizing RFQ 01-3141 to replace 06-341 and 06-342 approved in the FY2017-18 Auto Replacement Budget. The total cost of two Ford F350 trucks with utility bodies including options and sales tax is \$111,925.62.

NJPA

Staff recommends City Council authorize a purchase order to Holt of California for one Caterpillar (CAT) 308E2 excavator utilizing National Joint Powers Alliance (NJPA) contract #032515-CAT to replace 08-680 approved in the FY2017-18 Auto Replacement Budget. The total cost of one CAT 308E2 excavator including sales tax is \$130,970.44.

BACKGROUND

RFQ 01-3141

The Public Works Department, Streets Division is purchasing two Ford F350 trucks with utility bodies to replace vehicles 06-341 and 06-342. The replacement vehicles will be used to haul materials, tools and crews to various worksites throughout the City. The trucks are essential to assist crews with the maintenance of City streets, sidewalks and drainage facilities.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (base vehicle price with utility bodies)</u>
Downtown Ford Sales Sacramento, CA	\$113,325.00
Ron Du Pratt Ford, Inc. Dixon, CA	\$109,459.37
Wondries Fleet Group Alhambra, CA	\$195,523.81

NJPA

The Public Works Department, Streets Division is purchasing one CAT 308E2 excavator to replace 08-680. The excavator will be used by the drainage and paving crews to excavate and load construction spoils. It will also be used to clean drainage ditches and creeks where the extra digging depth that the excavator provides will be a benefit.

The City is piggybacking a competitively bid contract from NJPA for the purchase of one CAT 308E2 excavator. NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education, and non-profit agencies nationwide. The City of Roseville is a member of NJPA.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores.

Vehicle ID	Replacement Score	Vehicle Condition
06-341	26	Meets City replacement criteria
06-342	25	Meets City replacement criteria
08-680	24	Meets City replacement criteria

FISCAL IMPACT

RFQ 01-3141

The total cost of two Ford F350 trucks with utility bodies including options and sales tax is \$111,925.62. Funding is included in the FY2017-18 Auto Replacement Budget.

NJPA

The total cost of one CAT 308E2 excavator including sales tax is \$130,970.44. Funding is included in the FY2017-18 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8812

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

Title: 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project - Budget Adjustment and Construction Contract

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

Meeting Date: 10/18/2017

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt an ordinance approving a budget adjustment that will transfer \$30,000.00 from the Wastewater Rehabilitation Fund to the 2017 DCWWTP Roof Rehabilitation Project (#183501);
2. Adopt a resolution authorizing the City Manager to award a construction contract to Madsen Roofing & Waterproofing, Inc. for the 2017 DCWWTP Roof Rehabilitation Project in the amount of \$112,511.00; and authorize the Environmental Utilities Director, or his designee, to approve change orders by no more than 10% (\$11,251.10), for a not to exceed total amount of \$123,762.10.

BACKGROUND

Staff from the Environmental Utilities Department Wastewater Division has determined the need to replace the roofs of two buildings at the Dry Creek Wastewater Treatment Plant. This determination was made based on an initial condition assessment of the wastewater plant buildings, conducted by Tremco Incorporated in April 2011. The 2011 Tremco condition assessment identified these roofs as nearing the end of their useful life and estimated that in three to five years they would need to be replaced. A follow up assessment by Tremco in November 2016 confirmed the need to proceed with the replacements as the integrity of the roofing was at the point of being compromised. The buildings requiring roof rehabilitation include the following:

- Influent East Roseville Bar Screen Building
- North Roseville Grit Handling/Screening Building

During routine inspections, City Maintenance Staff also identified rain water infiltrating through block parapet walls located on top of the Blower, Recycle Activated Sludge (RAS), and Digester Control Buildings at the DCWWTP. During the winter of 2016, Tremco inspected the parapet walls on top of each building and recommended the application of a weatherproof coating to prevent future water migration through the parapet walls into the buildings. City Maintenance staff initially planned to self-perform the parapet wall coating work during the summer of 2017, but later

found that sufficient staff was not available to perform this work due to higher priority plant maintenance and inspection demands.

On July 5 2017, City Council approved plans and specifications for the 2017 DCWWTP Roof Rehabilitation Project and authorized the Environmental Utilities Department to advertise and accept bids. During the project bid period, EU staff released an addendum requesting an additive alternative bid (City option) to obtain costs for staff recommended weatherproof coating work on the parapet walls of the RAS, Blower, and Digester Control buildings with direction that the contract award would still be based on the total pricing of the original roofing work scope. Four bids were received and opened in the City Clerk's Office on August 1, 2017. The bids ranged from a high of \$124,241.00 to a low of \$90,480.00. A copy of the bid summary sheet is available in the City Clerk's office for review.

Staff conducted a review of the bids for accuracy and responsiveness. The lowest bid of \$90,480.00 was found to be unresponsive due to the bidder's failure to acknowledge all bid addendums and therefore was disqualified. The three remaining bids were found to be accurate and responsive. Staff therefore agreed that the contract should be awarded to the next lowest responsive bid (submitted by Madsen Roofing & Waterproofing, Inc.) at a bid price of \$96,735.10. The additive alternative bids for the weatherproof coating work ranged from a high of \$23,468.55 to a low of \$15,775.90. Staff also concluded that the lowest additive alternative bid price of \$15,775.90 for the optional waterproof coating submitted by Madsen Roofing & Waterproofing was reasonable and should be added to the primary roofing bid price for a total contract cost of \$112,511.00.

FISCAL IMPACT

The total cost of construction services under this contract is \$112,511.00. An estimated total project budget of \$115,000.00 was approved with the Fiscal year 17-18 budget to cover construction and staff labor costs anticipated to complete the project. With the optional waterproof coating scope and unanticipated increases in roofing labor costs over last year, it was evident that the effort will require an increase in the budget. EUD staff is requesting the City Council approve a budget adjustment for an additional \$30,000.00 in Wastewater Rehabilitation funds to fully fund total project costs including the construction contract for \$112,511.00, an allowance for project change orders not to exceed 10% of the initial contract price (\$11,251.10), and EUD staff labor and Building permitting/inspection costs estimated at \$21,000.00. If this additional funding is not approved, the construction contract could not be paid for and therefore should not be awarded.

The total project budget of \$145,000.00 will be funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority (SPWA) partner agencies. Sufficient funds are available within the Wastewater Rehabilitation Fund to pay Roseville's cost share of 63.08%.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will create up to 10 temporary construction jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the repair/maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5876

Budget Adjustment

Resolution No. 17-435

Construction Contract

ORDINANCE NO. 5876

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 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$30,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information](#)

REQUESTER*: Edward Winston

DEPARTMENT/DIVISION*: Environmental Utilities/Technical Services

FISCAL YEAR/EFFECTIVE DATE*: 2018 / 10/04/2017

PROPOSED COUNCIL DATE (if applicable): 10/04/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
30,000	30505	6130	470	183501	45	2017 DCWWTP Roof Rehabilitation Project
\$ 30,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
18,924			470			Wastewater - Available Resources
11,076	00470	3790	470	183501	79	SPWA Partners Share
\$ 30,000	TOTAL					

FINANCE USE	Approved:					
	<i>Del N. Durr</i>	8/30/17				
	BUDGET MANAGER/DESIGNEE	DATE			Finance Director	DATE

Justification for Budget Adjustment*:

Additional funds required to fully fund construction agreement (based on final bid pricing), Building permitting, Building inspection, and EUD secondary labor costs associated with the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project. Regional SPWA Partners (SPMUD and Placer County) will reimburse approximately 37% of project costs to the City.

Approved:		Approved:	
<i>Edward Winston</i>	7/22/17		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

RESOLUTION NO. 17-435

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
MADSEN ROOFING & WATERPROOFING, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the 2017 Dry Creek Wastewater Treatment Plant Roof
Rehabilitation project, by and between the City of Roseville and the Madsen Roofing &
Waterproofing, 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.

BE IT FURTHER RESOLVED that the Environmental Utilities Director or his designee
is authorized to approve change orders for the project, consistent with the contract terms,
provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract
price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Madsen Roofing & Waterproofing, Inc. _____, a _____ California corporation _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the 5th day of
July, 2017, approved plans and specifications consisting of the General Conditions for Buildings
and Grounds and Special Conditions for the 2017 Dry Creek Wastewater Treatment Plant Roof
Rehabilitation Project and directed the City Clerk to advertise for sealed proposals for doing said
work and providing that bids be submitted on the 1st day of August, 2017; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the ____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project in accordance with the Contract Documents (the "Work").

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____

One Hundred Twelve Thousand Five Hundred Eleven dollars (\$ 112,511.00) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under

this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$500 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES, VENUE, GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

8. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

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

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

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

CITY OF ROSEVILLE
a municipal corporation

By: _____
ROB JENSEN
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

CONTRACTOR:
Madsen Roofing & Waterproofing, Inc.
a California corporation

By: Christian Madsen
Christian Madsen
its: President

and

By: Rosemary C.B. Reynolds
Rosemary C.B. Reynolds
its: Secretary

Business License #: 00829119



COUNCIL COMMUNICATION

CC #: 8816
File #: 0203-07

Title: Electric Substation Bushings – Sole Source Purchase Order
Contact: Jason Grace 916-774-5643 JGrace@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize the attached sole source purchase order with ABB Inc. through it's sole authorized distributor in California, Pacific Utilities Supply Company, to provide Electric substation bushings. Total cost of the purchase order is for \$82,239.30. Funding is available in the FY2017-18 Electric Operations budget.

BACKGROUND

Roseville Electric Utility serves an area of approximately 43 square miles, coterminous with the City's borders, and has more than 145 miles of overhead lines, 735 miles of underground lines, and 17 substations. Three of these substations utilize 60/12kV transformers outfitted with Trench COTA brand bushings, which serve a role in providing an insulated path for connecting the external electrical lines to the internal connections of the transformer. Trench issued an important safety technical advisory in July 2016 notifying customers of potential for serious equipment failure under certain conditions, requiring replacement of the bushings.

Pacific Utilities Supply Company is currently the only authorized distributor of ABB bushings, the sole manufacturer of comparable bushing able to replace the Trench parts. The replacement of these bushings is needed to ensure the continued safe and reliable performance of Roseville's substation transformers.

FISCAL IMPACT

Total cost of the purchase order is for \$82,239.30. Funding is available in the FY2017-18 Electric Operations budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The bushing purchase is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Jason Grace, Electric Operations Manager

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8820
File #: 0203-21

Title: Painting Services (RFQ 01-3142) – Reject All Bids
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend that all bids received for RFQ 01-3142 for painting services be rejected. The bids exceed the Facility Rehabilitation Project's available budget.

BACKGROUND

The Central Services Building Maintenance Division has a requirement to paint the exterior and interior of the Civic Center, interior of the Roseville Police Department and interior of the Maidu Community Center. The current paint is faded and in some locations, paint is cracking, peeling, and exposing base materials. These buildings are being painted to maintain the City's buildings and reduce future maintenance costs.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Discounted Unit Price Total</u>
Dionysios P Panagiotopoulos Antioch, CA	\$258,000.00
Affordable Painting Services Sacramento, CA	\$347,000.00
James L. Harris Painting Auburn, CA	\$353,997.00
GSP Painting, Inc. Akron, OH	\$417,000.00
Horizon Brothers Painting Rio Linda, CA	\$428,000.00
A Plus Painting	\$517,000.00

Roseville, CA

Staff recommends rejecting all bids due to budget constraints, and Building Maintenance staff will modify the specifications and re-issue a new bid at a later date.

FISCAL IMPACT

There is no fiscal impact at this time, since there will be no contract award.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Tiffany Valdez, Buyer I

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-437

RESOLUTION NO. 17-437

REJECTING ALL BIDS FOR PAINTING SERVICES

WHEREAS, the City of Roseville requested bids for painting services; and

WHEREAS, due to budget constraints, staff recommends rejecting all bids; and

WHEREAS, building maintenance staff will modify the specifications and re-issue a new request for bids at a later date; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids received for painting services are hereby rejected per staff recommendation.

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 #: 8826
File #: 0800-03

Title: North American Electric Reliability Corporation Critical Infrastructure Protection Assistance - Professional Services Agreement
Contact: Jamie Johnson 916-746-1687 jjohnson@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to authorize the City Manager to execute a Professional Services Agreement ("PSA") with Grid Subject Matter Experts ("GridSME") for assistance to Roseville Electric in compliance with North American Electric Reliability Corporation ("NERC") and Western Electricity Coordinating Council ("WECC") Critical Infrastructure Protection ("CIP") Reliability Standards. Total cost of the agreement is a not to exceed amount of \$214,000.00 through the end of calendar year 2020. \$40,000.00 of funding is included in the Electric Compliance budget for the remainder of FY2017-18. Continuation of the services provided for in this professional services agreement beyond the current budget year are contingent upon approval of future budgets.

BACKGROUND

Roseville Electric must comply with mandatory NERC and WECC Reliability Standards regarding CIP. There are currently ten standards; CIP-002 through CIP-011, containing 33 specific requirements intended to protect grid reliability by enhancing cyber security. These ten standards are applicable to Roseville Electric as a result of its NERC Functional Registration as a Distribution Provider.

The CIP Standards require an annual review of all assets owned and operated by Roseville Electric in order to determine their level of impact to the Bulk Electric System. Based on this review, assets are then placed in tiers and classified as either low, medium, or high impact. Roseville's last assessment resulted in a determination that we own low impact assets according to the CIP standards.

Roseville Electric issued a request for proposals for services necessary to assist in maintain compliance with NERC/CIP requirements. GridSME demonstrated the best set of qualifications for meeting the requested scope of work at a competitive cost.

GridSME will assist Roseville with maintaining CIP compliance through several specific tasks,

some of which are on-going annual tasks and others are expected to occur one time during the course of this contract. Below is a summary of these tasks:

Annual BES Cyber System (“BCS”) Categorization Review

GridSME will perform an annual review of the current categorization and make recommended changes if necessary. This task will require an on-site visit for each facility. GridSME will provide a complete BCS inventory list for all applicable Facilities.

Cyber Security Awareness

Roseville is required to provide its employees with regular cyber security awareness training. GridSME will provide security bulletins, security awareness posters, training materials, email reminders, and other materials. This is an ongoing, annual task for the entirety of this contract.

Ongoing CIP Assistance

GridSME will work with Roseville’s compliance department and operations technology staff to maintain compliance. This will include but is not limited to: document review and creation, technical support, action plans and responses to NERC alerts, development of internal controls, internal compliance plan assistance and assistance with tracking changes to requirements and how they affect Roseville.

Mock Audit/Gap Analysis

Roseville is subject to audit by WECC approximately every 6 calendar years. The last audit was in 2014 which would result in an audit falling within the time-frame of this contract. GridSME will assist Roseville with audit preparations for the CIP standards. GridSME will assist Roseville prepare by performing a mock audit and a gap analysis to determine if there are any items requiring attention prior to the audit. This will be a one-time event during this contract.

FISCAL IMPACT

Total cost of the Professional Services Agreement is a not to exceed amount of \$214,000.00 through the end of calendar year 2020. \$40,000.00 of funding is included in the Electric Compliance budget for FY2017-18. Continuation of the services provided for in this professional services agreement beyond the current budget year are contingent upon approval of future budgets.

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. 17-442

PSA

RESOLUTION NO. 17-442

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND GRID SUBJECT MATTER EXPERTS, LLC AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the North American Electric Reliability (NERC) Critical Infrastructure Protection Compliance Assistance project, by and between the City of Roseville and Grid Subject Matter Experts, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: NERC Critical Infrastructure Protection Compliance Assistance

THIS AGREEMENT is made and entered into this 19 day of September, 2017,
by and between the City of Roseville, a municipal corporation ("CITY"), and Grid Subject
Matter Experts, LLC, a Delaware limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of NERC Critical
Infrastructure Protection compliance assistance; and

WHEREAS, CONSULTANT has prepared the attached proposal, which describes the
scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for
performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services,

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
December 31, 2020. CITY may, in its sole discretion, elect to extend the Agreement in one (1)
year increments for up to an additional two (2) years by giving CONSULTANT sixty (60) days
advance written notice of each optional one (1) year renewal.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred thirteen thousand, seven hundred eighty-three dollars (\$213,783).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include the provisions in its contracts with all subcontractors.

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

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

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

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

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

12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

CONSULTANT shall execute any documents necessary to effectuate such assignment.

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

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Eric Whitley
President
1847 Iron Point Road, Suite #140
Folsom, CA 95630

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

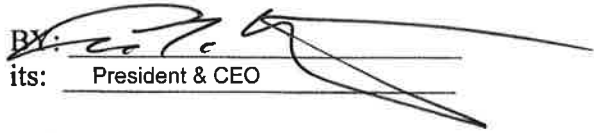
21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

GRID SUBJECT MATTER EXPERTS,
LLC, a Delaware limited liability company

BY: _____
ROB JENSEN
City Manager

BY: 
its: President & CEO
and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

 BY: 
MICHELLE BERTOLINO
Electric Utility Director

EXHIBIT “A”



Project Plan

A. Annual BES Cyber System Categorization Review: The work will involve project planning and document reviews, site visits, and follow-up reporting documenting the site inventories and assessments.

The deliverable is a complete BCS inventory list for all applicable Facilities. A site visit will be required for each Facility. The following documentation and diagrams will need to be provided prior to the site visits:

- BES facility and protection diagrams
- A basic inventory of electrical and computer assets at each site
- Network diagrams for the control center and substation networks

Annual BES Cyber System Categorization Review Team:

Consultant Name	Title	Role
John Franzino	Director of GridSecurity	Lead
Tim Van Blaricom	Vice President of Power Services	SME
Andy Dressel	Director of Regulatory Compliance	SME
Nicholas Manka	Principal Cybersecurity Architect	SME
Will Bloom	Engineering Support Analyst	SME

B. Mock Audit/Gap Analysis: The proposed audit approach mimics an off-site audit that would be conducted by the Regional Entity. GridSME's mock audit will begin with the submission of a pre-audit package and data request to Roseville that will seek documentation supporting compliance with selected Standards.

The process begins with GridSME sending Roseville a pre-audit package modeled after the pre-audit package used by WECC, that includes:

- Notice of Audit
- Compliance Monitoring Authority Letter as we would with an official Mock Audit

Grid Subject Matter Experts, LLC
1847 Iron Point Road, Suite 140, Folsom, CA 95630
(916) 800-4545 | www.gridsme.com
customerservice@gridsme.com

- Team Biographies
- Mock Audit Scope and RSAWs
- Pre-Audit Data Request

The Pre-Audit Data Request is the heart of the pre-audit package (the rest is primarily to familiarize Roseville with the audit process). This data request initiates the mock audit process. During an actual audit, these data requests must be returned to WECC no less than 30 days prior to the start of the audit. GridSME will work with Roseville to set a timeline that allows Roseville the opportunity to fully respond to these initial data requests.

The GridSME team will then review Roseville's RSAWs (if prepared), supporting evidence, and submit data requests addressing gaps or vulnerabilities found in Roseville's submitted documentation. Gaps identified in the submitted documentation may also be addressed through interviews with Roseville personnel.

The internal audit will allow Roseville to simulate the submittal of evidence of compliance and will include at least one SME telephone interview, data request, and an internal audit closeout meeting.

Our audit plan will consist of the following steps which will occur over an approximate one month period (as described below, only five days of this time will be for the actual mock audit):

1. Roseville will receive a pre-internal audit package from GridSME based upon the pre-audit package that WECC sends at least 180 days prior to an audit.
2. Roseville will upload the internal audit evidence through secure means following the directions provided in the pre-audit package.
3. GridSME will review the evidence for completeness, accuracy, and validity.
4. GridSME will submit at least one data request with a time-sensitive delivery.
5. GridSME will conduct at least one SME interview to supplement information supplied by Roseville in the RSAWs and supporting evidence.
6. GridSME will conduct an internal audit meeting.
7. GridSME will deliver a mock audit report to Roseville that includes the internal audit findings and recommendations for improvement of Roseville's NERC compliance program.

GridSME will rely on the RSAWs and supporting documentation provided by Roseville to validate Roseville's compliance with the applicable Reliability Standards. Once GridSME receives the RSAWs from Roseville, GridSME will review the initial documentation within five business days of receipt of Roseville's RSAWs and supporting documentation. GridSME will further the scrutiny of Roseville's evidence and knowledge of its material by submitting at least one data request and performing at least one onsite interview at Roseville's office of Roseville SMEs identified in the RSAWs.

A final audit report detailing findings and any subsequent recommendations for mitigation of identified gaps will be delivered to Roseville. Attached to this report will be a document listing of Reliability Standard Requirements and any gaps identified, including the Requirement's

Violation Severity Level and recommendations to mitigate any deficiencies identified. While the RFP, specifically highlighted the CIP Reliability Standards, GridSME will also include Roseville's operation and planning standards for a limited additional fee.

Mock Audit / Gap Analysis Team:

Consultant Name	Title	Role
Andy Dressel	Director of Regulatory Compliance	Lead
Tim Van Blaricom	Vice President of Power Services	SME
Matt Barnes	Chief Financial Officer	SME
John Franzino	Director of GridSecurity	SME
Trinh Ngo	Senior Business Analyst	SME
Tom Watson	Principal Consultant	SME
Will Bloom	Engineering Support Analyst	SME

C. Cyber Security Awareness: GridSME will provide Cyber Security Awareness program support that meets Roseville's low impact Facilities' compliance obligations under CIP-003-6 R2. GridSME offers a variety of options to meet Roseville's security awareness and training program needs, including, but not limited to, security bulletins, security awareness posters, security awareness training materials, email reminders, and other materials. Awareness reminders will be delivered quarterly to meet CIP requirements. The Security Awareness Training materials can be expanded and tailored to meet Roseville's needs.

Cyber Security Awareness Team:

Consultant Name	Title	Role
Andy Dressel	Director of Regulatory Compliance	Lead
Tim Van Blaricom	Vice President of Power Services	SME
Trinh Ngo	Senior Business Analyst	SME
Will Bloom	Engineering Support Analyst	SME
Collin Doughty	Technical Writer	SME

D. Ongoing CIP Assistance: GridSME will work with the site's compliance, IT, and OT personnel to maintain the compliance process and procedure documentation, provide technical support, assure evidence is generated, prepare responses and action plans in response to NERC Alerts,

and support Roseville's Internal Compliance Program (ICP). The annual scope of work will include the following:

- Ongoing assessments and monitoring of compliance status (monitoring compliance activities, controls, and providing assistance to meet Requirements)
- Technical support
- Assist with the adoption, or alteration, of policies and procedures for any new applicable CIP Reliability Standards, Requirements, or interpretations
- Document refinement
- Development of internal controls to execute and validate compliance
- Develop NERC Alert responses and action plans
- ICP support
- Coordinate and organize evidence collection
- Perform compliance spot checks

The following compliance activities are, by nature, less predictable or predictable but infrequent, are also included.

- Developing evidence and implementing compliance programs for new additional BES Facilities
- Event-driven investigations and inquiries from WECC, NERC, or FERC
- Review and assist with self-reports and mitigation plans
- Pre-audit preparation (e.g. RSAW development, respond to data requests)
- Audit support

On-Going CIP Assistance Team:

Consultant Name	Title	Role
Andy Dressel	Director of Regulatory Compliance	Lead
Tim Van Blaricom	Vice President of Power Services	SME
John Franzino	Director of GridSecurity	SME
Nicholas Manka	Principal Cybersecurity Architect	SME
Trinh Ngo	Senior Business Analyst	SME
Will Bloom	Engineering Support Analyst	SME

E. Review/Assist with Creation of a Potential New Dispatch Center:

Roseville is considering planning the construction of a new dispatch center to continue to provide reliable, uninterrupted electric service in an efficient and effective manner, and address the needs of a growing population. GridSME's Grid Technology practice brings decades of

experience of designing, reviewing, procuring, implementing, and enhancing SCADA, energy management systems (EMS), dispatch management systems (DMS), and other industrial control systems for utilities of all sizes. The nature of this task will depend on what specific services sought by Roseville but GridSME can provide all of the following identified items;

- A needs assessment of Roseville's plans for a DMS,
- Develop, present or review design criteria,
- Perform blueprint reviews,
- Assist in technology selection.

The initial project for this task is the delivery of a needs assessment report detailing the facilities and technology Roseville's operations and engineering staff will need in the future to reliably operate Roseville's growing electric system. The assessment will also lay out the planning and design considerations that Roseville should consider to build-out a modern scalable dispatch center in line with Roseville's technical needs and budget. The design considerations will incorporate strong security measures that will be key in attaining and sustaining NERC CIP compliance.

This initial task will require a review the current dispatch center, work processes, and current technical capabilities along with discussions with management as well as operations and engineering staff to determine future project needs, utility objectives, and budget. The information gathered will feed into a needs assessment GridSME will generate which will layout at least two options for the project with technology suggestions and cost estimates. This initial needs assessment will require time onsite to review the current dispatch center, work processes and current technical capabilities. GridSME will research and review of appropriate DMS technologies for Roseville's needs. GridSME expects delivery of the final needs assessment report to take one to two months. Additional tasks may be developed in close consultation with Roseville staff.

Review/Assist with Creation of a Potential New Dispatch Center Team:

Consultant Name	Title	Role
Tim Van Blaricom	Vice President of Power Services	Lead
Eric Whitley	President and CEO	SME
John McDaniel	Vice President, Grid Technology Services	SME
David McDaniel	Principal Technology Consultant	SME
Nicholas Manka	Principal Cybersecurity Architect	SME
Trinh Ngo	Senior Business Analyst	SME

F. CIP Advisory: GridSME will be available to provide Roseville with general consulting advisory services, potentially covering several topics at Roseville's discretion. Roseville can call upon any number of GridSME's strategic consulting team members to assist with a wide variety of objectives. It is GridSME's experience that these types of engagements often result in auxiliary and tangential requests for assistance. In our experience, a general consulting task is a useful approach along with specific tasks for larger efforts. This could potentially include compliance questions, cyber security reviews, strategic advising, calculated business decisions, resource planning, and much more.

This will be an "as needed" task that Roseville will be able to call upon for duties including, but not limited to, CIP compliance questions, cyber security assessments, strategic advisory, planning discussions, calculated business decisions, and resource planning.

CIP Advisory Team:

Consultant Name	Title	Role
Andy Dressel	Director of Regulatory Compliance	Lead
Tim Van Blaricom	Vice President of Power Services	SME
John Franzino	Director of GridSecurity	SME
Nicholas Manka	Principal Cybersecurity Architect	SME
Trinh Ngo	Senior Business Analyst	SME
Will Bloom	Engineering Support Analyst	SME

EXHIBIT “B”



Cost Breakdown by Fiscal Year

Service	FY 9/2017- 6/2018	FY 7/2018- 6/2019	FY 7/2019- 6/2020	FY 7/2020- 12/2020	Total 2017- 2020
Annual BES Review	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
Mock Audit/ Gap Analysis			\$11,000		\$11,000
Cyber Security Awareness	\$8,333	\$10,000	\$10,000	\$5,000	\$33,333
On-going CIP Assistance	\$12,500	\$15,000	\$15,000	\$7,500	\$50,000
Review/Assistance with Potential New Dispatch Center		\$40,450	\$20,000		\$60,450
CIP Advisory	\$8,750	\$10,500	\$10,500	\$5,250	\$35,000
Total Estimated NTE per FY	\$35,583	\$81,950	\$72,500	\$23,750	\$213,783

GridSME will not proceed with any of the tasks without prior consent and coordination with the City of Roseville.

Grid Subject Matter Experts, LLC
 1847 Iron Point Road, Suite 140, Folsom, CA 95630
 (916) 800-4545 | www.gridsme.com
customerservice@gridsme.com



COUNCIL COMMUNICATION

CC #: 8834
File #: 0800-03

Title: Electric Vehicle Charging Impact Study - Professional Services Agreement
Contact: David Bradford 916-746-1672 dbradford@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a service agreement with AECOM Technical Consulting Services, Inc. to develop an assessment of the impacts electric vehicle charging will have on Roseville and develop a strategic approach for the utility to address the electrification of the transportation industry. The agreement has a not to exceed limit of \$80,000.00. Funding for this study was approved in the Electric Utility's FY2017-18 budget.

BACKGROUND

State initiatives and legislation are driving the adoption of zero emission vehicles across California and electric utilities will play a critical role in the electrification of the transportation industry. Electric utilities must be prepared to address the potential impacts on the utility infrastructure as well as forecast the impacts on electric resource planning from increased electric vehicle charging demand in the future.

Meeting the future demands from electric vehicle customers is a challenge we intend to be prepared to address. The results of this assessment will provide us with the ability to more accurately forecast the potential impacts and develop plans to address the increase in consumer owned electric vehicles from an infrastructure perspective as well as a market perspective. From this assessment Roseville Electric Utility will be better positioned to ensure a reliable power distribution system while meeting electric vehicle customers' needs.

AECOM Technical Services Inc. was selected to provide these services as the result of a competitive bid process. The proposals from eight vendors were reviewed and scored by a four-person panel. AECOM had the highest rated proposal based on a combined score in the categories of experience, understanding of the project and proposed cost.

FISCAL IMPACT

This service agreement has a not to exceed amount of \$80,000.00. Funding for this service is included in Roseville Electric Utility's approved FY2018 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15301) the exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

David Bradford, Electric Customer Programs Supervisor

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-444

AECOM Technical Services agreement

RESOLUTION NO. 17-444

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND AECOM TECHNICAL SERVICES, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the assessment of growing plug-in electric vehicle demand and charging services on Roseville Electric utility, by and between the City of Roseville and AECOM Technical Services, Inc. has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Assessment of Growing Plug-In Electric Vehicle Demand
and Charging Services on Roseville Electric Utility

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of consulting services for the
Assessment of Growing Plug-in Electric Vehicle Demand and Charging Services on Roseville
Electric Utility project; and

WHEREAS, CONSULTANT has prepared a proposal dated May 1, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a percent complete basis for the six tasks in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed seventy-nine thousand, nine hundred ninety-six dollars (\$79,996).

CONSULTANT shall submit invoices for its services as tasks are completed. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

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

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. AECOM will make copies of its insurance

policies and endorsements available for viewing at a mutually agreed upon time and place, with confidential information redacted. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

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

performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

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

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

CONSULTANT

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

Robert K. Turley, PE
Vice President
300 Lakeside Drive, Suite 400
Oakland, CA 94612

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

AECOM TECHNICAL SERVICES, INC.,
a California corporation

BY: _____
ROB JENSEN
City Manager

BY: Robert K. Turley
its: Vice President

and

ATTEST:

BY: Jamie Peterson
its: Asst. Secretary

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

 BY:  _____
MICHELLE BERTOLINO
Electric Utility Director

EXHIBIT "A"

Tab E: Project Plan

Our team has tailored the following project plan based on our experience delivering similar projects. The plan also builds on AECOM and Energeia's successful, ongoing collaboration to deliver similar PEV services to a California Municipal Utility, using a best-for-project mix of personnel to achieve the most value for the City of Roseville.

Exhibit 15 presents our detailed work breakdown structure for delivering the project on time, on budget and to a high standard of quality. It includes a work schedule, estimated effort by project role (Project Director [PD], Project Manager [PM], Senior Project Analyst/Engineer [SR] and Project Analyst/Engineer [JR], and which are to be provided by AECOM or by Energeia.

Exhibit 15. Detailed Work Breakdown Structure

Workstream > Scope > Activities	Budget	AECOM					Energeia					Week												
		PD	PM	SR	JR	AD	PD	PM	SR	JR	AD	1	2	3	4	5	6	7	8	9	10	11	12	13
Task 1 - Projection of PEV and Charging Technology	\$ 4,945	3	4				3	2	4	14														
Kick-off Meeting	\$ 1,313	2	2				1.0	1.0																
Research Consensus View	\$ 2,734						2		4	14														
Project Management	\$ 898	1	2					1																
Task 2 - Projection of PEV Charging Utilization	\$ 13,837						11	7	23	50														
Research Consensus View	\$ 1,953						1		3	10														
Develop Uptake Model and Inputs	\$ 5,313						5		10	20														
Develop Operating Model and Inputs	\$ 5,313						5		10	20														
Project Management	\$ 1,258							7																
Task 3 - Assess the Utilities' PEV Role	\$ 9,250	10	4	16	28																			
Develop Questions for City Departments	\$ 750	3																						
Interview and and Summarise City Departments (9	\$ 1,750	3			8																			
Review Utility PEV Role Best Practices	\$ 3,000	2		8	10																			
Literature review on PEV owners, non-owners	\$ 3,000	2		8	10																			
Project Management	\$ 750		4																					
Task 4 - PEV's Impact on Distribution Grid	\$ 14,079	7	4	25	62																			
Identify Utility Best Practice Solutions	\$ 3,781	2		5	20																			
Interviews with Engineering Personnel	\$ 688			2	3																			
Identify and Quantify Network Constraints	\$ 4,172	2		8	20																			
Identify and Quantify Remediations	\$ 4,688	3		10	19																			
Project Management	\$ 750		4																					
Task 5 - PEV's Impact on Resources and Forecasting	\$ 7,185						5	3	9	32														
Research Best Practice	\$ 1,563						1		2	8														
Review Current Practices and Programs	\$ 1,844						2		3	8														
Estimate Impacts and Opportunities	\$ 3,125						2		4	16														
Project Management	\$ 653							3																
Task 6 - Reporting	\$ 30,700	10	6	20	60		11	8	23	69														
Present Draft Findings and Recommendations	\$ 11,500	5		10	20		6		11	24														
Deliver Draft and Final Supporting Documentation	\$ 4,297	1		3	10		2		3	12														
Deliver Report with Executive Summary (40)	\$ 12,370	4		8	30		4		8	33														
Project Management	\$ 2,533		6					8																
Total	\$ 79,996	30	18	61	150		30	20	58	165														

The following sections provide a detailed discussion of our team's detailed approach to the successful implementation of this project. The focus in **Tab E** is on the project delivery methodologies, the technical approach and methodologies are mainly described in **Tab D**, and **Appendix A: Tools and Methodologies**.

Task 1 – Projection of PEV and PEV Charging Technology

This task will be led by the Energeia team.

This task is extremely important to the success of the overall project due to the significant and direct impact that battery sizes will have on demand for transit and business charging, and the impact the charger size and smart charging technology will have on baseline charging impacts.

Energeia has followed the development of PEV and PEV charging technology over the last six years and over the course of three major multi-client research reports. In addition, we are in the process of updating our view of PEV battery sizes and charging technology for a confidential California Municipal Utility, so we are well placed to deliver this task to the City of Roseville at low incremental effort, which focuses on key gaps specific to this project.

The City of Roseville will benefit from accessing Energeia's proprietary, evidence-based view, which varies from conventional wisdom in a number of critical areas and has a major impact on the optimal PEV charging positioning strategy.

The team will kick off the project with a brief meeting with the City of Roseville's team in person to finalize our approach, and to obtain key input and direction from the City prior to commencing this project. We believe in-person meetings are best, where possible, and one of the key benefits of working with a local team.

Energeia's proposed approach to delivering this task is to update our research on the current consensus view across in California, the US, and overseas, and to compare and contrast it with our own, internal view based on discussions with OEMs and independent research and analysis.

The outputs of this task will be delivered in the final presentation covering the overall approach and methodology, the publicly available conventional wisdom regarding PEV and PEV technology evolution, Energeia's own proprietary views and their evidentiary basis, the resulting recommended projections, and associating key conclusions and recommendations.

Task 2 – Projection of PEV Charging Utilization Trends

This task will be led by the Energeia team.

Energeia has developed PEV charging forecasts at the spatial level, by tariff scenario, for a multitude of clients, including the market operator of Australia's 10-million-connection power system. Our PEV charging forecasting models are in their third generation, and have moved well beyond first-generation Bass Diffusion or relatively simplistic Logit/Probit-based approaches.

The team's approach to delivering this task is to first update its research on the consensus view and latest forecasting methodologies, including the latest forecasts from the CEC, the National Renewable Energy Laboratory (NREL) and others of PEV charging utilization projections expected for California, the US, and key overseas markets.

Key information on current PEV locations, PEV model availability, battery sizing, and PEV charger sizing will be fed into our third-generation PEV uptake model, which will forecast PEV uptake by scenario, driver type (residential, commuter, and transit), vehicle type (compact, medium, large, SUV, etc.), and location (key utility infrastructure) over the study period.

Our PEV uptake model is described in detail in **Appendix A: Tools and Methodologies**.

Our charging investment/installation forecast model will also be updated with information about current PEV chargers, forecasting charging locations by PEV maturity phase, and assumed scenario.

The next step will be the updating and configuration of our operating model, which will forecast of PEV driving and charging patterns by driver segment, charger segment, location, and scenario over the study period.

Our PEV uptake model is described in detail in **Appendix A: Tools and Methodologies**.

Outputs of this task will be delivered in the final presentation covering the overall approach and methodology, the model development and configuration processes, the key inputs assumed and their basis, the resulting forecasts and associating key conclusions and recommendations. The developed modeling inputs and outputs will also be provided to the City in an Excel file.

Task 3 – Assess the Role the Utility Might Play with PEVs

This task will be led by the AECOM team.

The AECOM team's approach to this task is based on its experience evaluating best practices and engaging stakeholders across complex municipal government and municipally owned utility stakeholder environments such as Berkeley and Los Angeles.

Key City stakeholders will be identified and agreed upon. We will also arrange for scheduling City interviews and provide a research plan for evaluation of consumer preferences related to current and potential EV users.

The next step would be to develop the interview plans for the City stakeholders, PEV drivers, and potential PEV drivers. The purpose of the research plan is to ensure that the questions will deliver the targeted information and that they are acceptable to the City of Roseville. One of the key benefits of an interview-based approach is that it allows the interviewer to dynamically adjust the questions depending on the responses of the interviewee, providing needed flexibility to explore key issues at this stage of the market and stakeholder engagement process.

As City departments may not have time to research what other, comparable cities with municipal utilities may be doing, and what is emerging as best practice, AECOM will include this information in the discussion to identify and tease out the reactions, issues, and ideas from each City department.

In addition to consumer research, AECOM is proposing to interview the City departments. The City will work with AECOM to schedule the interviews in a group setting to efficiently utilize available budget resources. We are proposing up to five departments be interviewed, including the Utility itself. AECOM would rely on the City of Roseville to coordinate the scheduling of City departments, as it is likely to require inter-departmental approvals.

AECOM's research plan will be structured to deliver a relatively accurate portrait of views of current and potential EV users that is applicable to the City. The research approach will be designed to focus on PEV drivers and potential drivers consistent with the City of Roseville's demographics, electricity customers, commuters, and temporary visitors, including their driving patterns (completed for Task 2) to ensure that the selection was representative.

The results of the research would be summarized, and presented to the City of Roseville for validation prior to finalizing the findings, conclusions, and recommendations in the final report.

The outputs of this task will be delivered in the final presentation covering the overall approach and methodology, the interviewee selection process, interview plan, interview findings, and associated key conclusions and recommendations.

Task 4 – PEV Impacts on the Utility's Distribution Grid

This task will be led by the AECOM team.

While PEVs are relatively new, the engineering approach to achieving a safe, reliable, and affordable electricity service has remained relatively stable over the course of a wide range of new technologies, including air-conditioning.

The AECOM's team approach to this task is based on our experience working with utilities in California and across the country to prepare for and integrated PEVs into their energy systems and electricity distribution networks.

The next step in our proposed approach will be to review our internal library of best-practice PEV integration solutions, which have been applied across our range of energy services and consulting engagements over the past few years. The internal view would be corroborated against the publicly available view based on desktop research of industry best practices, as well as interviews with City of Roseville's engineering personnel to understand local issues and concerns.

AECOM will develop an estimate of the distribution level impacts across the 60KV, 12KV, and customer transformers based on the information gleaned from:

- Our internal library of PEV impacts and best practice solutions
- Insights gained from work already completed by Roseville engineering staff
- Review of Roseville's current and projected future state of its network and energy resources
- Task 2 PEV charging demand projections

Our basic approach will be to identify baseline network planning, network investment and operating cost assumptions, and the marginal impact of baseline PEV charging profiles on the timing and level of network investment and operating costs. For example, if PEV charging demand doubles peak demand growth rates for a given network zone, it may bring forward a planned \$5M investment by 5 years, and result in it becoming a \$10M investment.

With the baseline projection in hand, AECOM will then systematically apply the best practice alternative solution and re-assess the impact. For example, the implementation of different tariffs, battery storage, and/or a smart charging infrastructure would be assumed, and the associated estimated impact on the network and customer investment would be calculated over the study period under the medium- to high-PEV charging scenarios.

The key mitigation solutions of interest to the City based on its specific circumstances would then be summarized and categorized according to whether they are:

- Distribution system design solutions
- Distribution equipment specification, sizing, or loading solutions
- Microgrid-storage solutions

Finally, the impact and optimal network response assessment would be re-run assuming a high solar PV penetration scenario, which would be agreed upon with the City of Roseville. The results of the impact assessment would be summarized and presented to the City for validation prior to finalizing the findings, conclusions, and recommendations in the final report. The outputs of this step would be:

- A summary of key network and customer level investments impacted by PEVs
- How they were impacted (e.g., timing and magnitude)
- The least-cost set of investments to minimize the impact of PEVs under three scenarios (including high solar PV penetration)
- Details of each of the considered and recommended solutions by specified category

Task 5 – PEV Impacts on Utility Power Resources and Electric Load Forecasting

This task will be led by the Energeia team.

Energeia has developed PEV integrated resourcing and forecasting impact assessments for a range of utility and government clients over the past few years, and has developed its approach to this task based on this experience.

The Energeia team's approach to delivering this task is to first update its research on the consensus view and latest PEV integrated load forecasting methodologies, and to review the City's current forecasting and resourcing practices and programs via materials review and manager interviews.

The outputs of the desktop review, City of Roseville materials review, and interviews with key City personnel would feed into our third-generation, DER-integrated power system and electricity network simulation platform, which is described in **Tab D**. **Tab D** also details our technical approach to estimating the impacts and identifying the opportunities related to PEVs.

The outputs of this task will be delivered in the final presentation covering the overall approach and methodology, the forecasting and impact model development and configuration processes, the key inputs assumed and their basis, the resulting forecast and resource impacts and associating key conclusions and recommendations.

Task 6 – Reporting

This task will be led by the AECOM team, with input from the Energeia team covering Tasks 1, 2, and 4.

The AECOM team's approach to delivering this task is to agree the structure and content of the final report with the City of Roseville prior to drafting. This will be achieved through a half-day workshop on the task-by-task findings, conclusions, and recommendations validation process described in each task.

The final report will be professionally designed and laid out by our document production department. Outputs of this task will be the final report with an executive summary, and a documentation pack of supporting materials, delivered in PDF or excel format, as agreed.

EXHIBIT “B”

Tab F: Cost Proposal

Cost

AECOM has provided a total cost proposal (not-to-exceed lump sum fixed fee) for all products and services to be delivered, and a breakdown of costs in table format delineated by tasks as described in our project plan. We have also included a schedule of hourly rates for all proposed staff assigned to each task and the amount of time each person will be devoted to this project. We have provided a schedule of hourly rates for all personnel classifications that will be utilized in this study. See **Exhibit 16** on the following page for our Cost Table.

Assumptions

The costs provided in **Exhibit 16** include travel hours and other direct costs.

Consistent with the professional standard of care and except as otherwise expressly set forth herein, AECOM will be entitled to rely upon the accuracy of data and information provided by the City of Roseville or others without independent review or evaluation.

Exhibit 16. Cost Table Delineated by Tasks

Workstream > Scope > Activities		Budget	AECOM						Energeia						Week												
			PD	PM	SR	JR	AD	PD	PM	SR	JR	AD	1	2	3	4	5	6	7	8	9	10	11	12	13		
Task 1 - Projection of PEV and Charging Technology		\$ 4,945	3					3	2	4	14																
Kick-off Meeting		\$ 1,313	2	2				1.0	1.0																		
Research Consensus View		\$ 2,734						2		4	14																
Project Management		\$ 898	1	2					1																		
Task 2 - Projection of PEV Charging Utilization		\$ 13,837						11	7	23	50																
Research Consensus View		\$ 1,953						1		3	10																
Develop Uptake Model and Inputs		\$ 5,313						5		10	20																
Develop Operating Model and Inputs		\$ 5,313						5		10	20																
Project Management		\$ 1,258							7																		
Task 3 - Assess the Utilities' PEV Role		\$ 9,250	10	4	16	28																					
Develop Questions for City Departments		\$ 750	3																								
Interview and Summarize City Departments (5)		\$ 1,750	3			8																					
Review Utility PEV Role Best Practices		\$ 3,000	2		8	10																					
Literature review on PEV owners, non-owners		\$ 3,000	2		8	10																					
Project Management		\$ 750		4																							
Task 4 - PEV's Impact on Distribution Grid		\$ 14,079	7	4	25	62																					
Identify Utility Best Practice Solutions		\$ 3,781	2		5	20																					
Interviews with Engineering Personnel		\$ 688			2	3																					
Identify and Quantify Network Constraints		\$ 4,172	2		8	20																					
Identify and Quantify Remediations		\$ 4,688	3		10	19																					
Project Management		\$ 750		4																							
Task 5 - PEV's Impact on Resources and Forecasting		\$ 7,185						5	3	9	32																
Research Best Practice		\$ 1,563						1		2	8																
Review Current Practices and Programs		\$ 1,844						2		3	8																
Estimate Impacts and Opportunities		\$ 3,125						2		4	16																
Project Management		\$ 653							3																		
Task 6 - Reporting		\$ 30,700	10	6	20	60		11	8	23	69																
Present Draft Findings and Recommendations		\$ 11,500	5		10	20		6		11	24																
Deliver Draft and Final Supporting Documentation		\$ 4,297	1		3	10		2		3	12																
Deliver Report with Executive Summary (40)		\$ 12,370	4		8	30		4		8	33																
Project Management		\$ 2,533		6					8																		
Total		\$ 79,996	30	18	61	150		30	20	58	165																

Rate Schedule

Job Category	Rate Per Hour
Administrative	\$ 78.68
Technical Writer/Editor I	\$ 108.53
Technical Writer/Editor II	\$ 135.66
Engineer Design I (Associate)	\$ 75.97
Engineer Design II (Engineer)	\$ 113.95
Engineer Design III (Senior)	\$ 187.21
Engineer Design IV (Expert)	\$ 203.49
Engineer (Principal)	\$ 211.63
CADD Drafter I (Design Drafter)	\$ 81.40
CADD Drafter II (Senior Design Drafter)	\$ 108.53
CADD Drafter III	\$ 135.66
GIS Specialist I (Mapper)	\$ 81.40
GIS Specialist II	\$ 108.53
GIS Specialist III	\$ 149.23
Construction Specialist I	\$ 79.42
Construction Specialist II	\$ 105.89
Construction Specialist III	\$ 172.07
Consultant Technical I	\$ 135.66
Consultant Technical II	\$ 189.92
Consultant Technical III	\$ 244.19
Project Scheduler I	\$ 108.53
Project Scheduler II	\$ 157.37
Specialist I	\$ 122.09
Specialist II	\$ 189.92
Land/Environmental/Regulatory Specialist I	\$ 81.40
Land/Environmental/Regulatory Specialist II	\$ 122.09
Land/Environmental/Regulatory Specialist III	\$ 162.79
Workstream Coordinator I	\$ 92.25
Workstream Coordinator II	\$ 122.09
Project Manager I	\$ 149.23
Project Manager II	\$ 176.36
Project Manager III	\$ 223.16
Project Manager IV	\$ 230.62
Principal in Charge	\$ 358.15
Safety Manager	\$ 145.16
Survey Rodman	\$ 94.91
Survey Party Chief	\$ 103.29
Survey Manager	\$ 171.04
Survey CADD	\$ 116.34
Program Manager	\$ 244.19
Senior Technical Engineer Lead	\$ 238.76



COUNCIL COMMUNICATION

CC #: 8830
File #: 1006-01

Title: Kennel Lease - Ninth Amendment to Lease and Operating Agreement
Contact: Rodney Funke 916-774-5561 RFunke@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute Amendment Nine to Lease and Operating Agreement between the City of Roseville and Mr. Earl Wood and cause it to be recorded.

BACKGROUND

The City entered into a lease and operating agreement dated February 16, 2005 with Mrs. O'Brien for use of City-owned property at 5480 Phillip Road as a dog kennel. The Lease Agreement was amended on January 16, 2008 to assign the lease from Mrs. O'Brien to Mr. Earl Wood, who is presently operating the kennel. Mr. Wood has requested an extension of the current lease.

The amendment extends the lease for a period of two years and will expire on September 1, 2019. The lease provides both parties the opportunity to terminate the lease upon providing sixty days written notice to the other party. Considering the flexibility of the termination provision staff supports a two year extension of the lease.

Rent will remain at \$2,500.00 per month and all other provisions of the lease shall remain in full force and effect.

FISCAL IMPACT

The extension of the lease will result in \$60,000.00 in revenue for the two year period.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The lease amendment 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,

Rodney Funke, Administrative Analyst II

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-443

Lease and Operating Agreement Amendment

RESOLUTION NO. 17-443

APPROVING A NINTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND EARL WOOD, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Ninth Amendment to Lease and Operating Agreement regarding a Kennel
Lease, between the City of Roseville and Earl Wood, has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment is approved and that the City Manager is authorized to execute it on behalf of
the City of Roseville, and that the City Clerk is authorized to record said amendment, including
original lease and subsequent amendments.

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

NINTH AMENDMENT TO LEASE AND OPERATING AGREEMENT
(Kennel Lease – Earl Wood)

THIS NINTH AMENDMENT TO LEASE AND OPERATING AGREEMENT (“Ninth Amendment”) is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY” or “Lessor”), and Earl Wood (“Lessee”); and

W I T N E S S E T H:

WHEREAS, Lessor and Lessee’s predecessor in interest (Archie and Willa O’Brien) entered into a Lease And Operating Agreement, effective February 16, 2005 (“Original Agreement”), as amended on February 21, 2007, January 16, 2008, October 29, 2009, March 17, 2010, March 16, 2011, March 21, 2012, March 20, 2013 and April 1, 2015 (“Agreement”); and

WHEREAS, Lessee has requested an extension of the lease for a period of two years; and

WHEREAS, the parties now desire to enter into an extension of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 16 of Original Agreement. Section 16 is amended and restated in its entirety to read as follows:

“This Agreement and the leasehold it establishes shall automatically terminate on September 1, 2019, with no need or requirement for notice or cause. Either party may terminate this Agreement, with or without cause, prior to September 1, 2019 by giving the other party written notice sixty (60) days prior to such early termination date.”

2. Agreement in Full Force and Effect. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Ninth Amendment 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 Lessee has caused this Ninth Amendment to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

EARL WOOD, an individual:

BY: _____
ROB JENSEN
City Manager

BY: _____
Earl Wood

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO FORM:

BY: _____
PAUL DIEFENBACH
Central Services Director



COUNCIL COMMUNICATION

CC #: 8821

File #: 0704

Title: Pre-Qualifications Procedure for Certain Parks, Recreation & Libraries 2018 Projects

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

Meeting Date: 10/18/2017

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Adopt a resolution to approve the pre-qualification process set forth in the attached Department of Industrial Relations (DIR) publication (Attachment 1), including the approval of the DIR uniform rating system and modified experience ratings, for specific parks and recreational capital projects to begin construction in 2018 to be bid and/or begin construction in the 2018 calendar year; approve the appeals process set forth in the attached Notice to Contractors (Attachment 2); and authorize the City Manager to appoint an appeals panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

BACKGROUND

The City of Roseville intends to bid six parks and recreation projects during the 2018 calendar year. These projects include:

- 1) F-56 Joint High School Park Site, located off of High School Road and West Park Drive in West Roseville. Phase one improvement bids are targeted for the end of 2018 for a Spring 2019 start date. This will be pending available funding for maintenance offsets.
- 2) F-52 Neighborhood park site, located off of Old Coach near Fiddymont Road. This is a 6 acre site. Public outreach is beginning Fall 2017. Bids are targeted for end of 2018 for a Spring 2019 start of construction date. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 3) Village Green park site, located off of Pleasant Grove Boulevard in West Roseville's Village Center across from St. John's Church. Bids are targeted for early 2018 with the start of construction in late Spring/early summer 2018. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 4) W-50 A: located off Brookstone and Westbrook Drives in West Roseville. This 6.5 acre site is a school/park. Construction document preparation is underway. Bids are targeted for early 2018 with start of construction slated for Spring 2018. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.

5) W-50B: Located off of Westbrook Drive. This 1.5 acre neighborhood park site is slated to be constructed turn-key by Pulte Group. Construction document preparation is underway. Bids are targeted for early 2018 with start of construction slated for Spring 2018. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.

6) F-95 Pocket Park, located off of Fiddymont Road north of Blue Oaks Blvd. This is a 1.5 acre pocket park to be constructed by Signature Homes. The Developer would like to begin construction in Fall 2018, if not sooner. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.

Due to the need to more effectively and efficiently administer the construction of these projects, the construction season window has narrowed due to regulatory guidelines such as storm water pollution and prevention, air quality, etc. Additionally, the current construction environment that has affected the overall industry, making it more challenging to attract qualified contractors. In order to address these concerns, staff believes that it would be best to pre-qualify all contractors and specific sub-contracting trades seeking to bid these projects.

History

In 1999, the Legislature enacted Section 20101 of the Public Contract Code to allow public agencies to require prospective bidders that wish to bid for public works projects to “pre-qualify” for the right to bid. To ensure objectivity, the Department of Industrial Relations prepared a questionnaire and pre-qualification forms for contractor pre-qualifications (Attachment 1). While not mandatory that the City use these forms, such forms provide comprehensive guidance and are intended to meet all legal requirements relating to contractor compliance with apprenticeship programs and prevailing wage laws, occupational safety and health laws and other labor laws.

The Notice to Contractors regarding the pre-qualifications process is included as Attachment 2.

This prequalification process has been utilized since February 2013. The prequalification process has proven to be effective and staff was able to shorten the bidding period because of the prequalification advertisement has already been completed. Through this process, numerous contractors have been prequalified to bid the park projects and the bids received have been competitive.

Rating System

The forms establish a uniform scoring system and allocate points for particular responses. A minimum rating will be required for a contractor to be deemed pre-qualified to bid. The standards set forth by the rating system consider minimum standards of bidders to include “trustworthiness, quality, fitness, capacity and experience”.

Appeals Process and Appointments

Public Contract Code Section 20101 also requires that the City establish a process that will allow prospective bidders to dispute their pre-qualification ratings prior to the closing time for receipt of bids. Included in this resolution, staff proposes an appeals process for the City Council's approval. This proposal is substantially similar to the process suggested by the Department of Industrial Relations.

Where a timely and completed application results in a rating below that necessary to pre-qualify, the contractor will be allowed to submit a written appeal within ten (10) working days of notification of their rating. If a contractor gives the required written notice of appeal and requests a hearing, the hearing will be conducted no more than ten (10) working days after receipt of notice.

The Appeals Board will be comprised of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff who is an individual who has a professional understanding of public works bidding/projects and can assess the responses of the applicants. Examples of potential designees could include inter-department peers. No formal rules of evidence or similar procedures shall apply to the hearing, but the contractor will be given the opportunity to present information and reasons in opposition to the rating. The Appeals Panel will render its decision within three (3) business days after the conclusion of the hearing and that decision will be final. Should one of the projects be in progress, the appeals process shall not halt that bid. If the contractor successfully overturns a low rating, pre-qualifications shall apply to the remaining yet to be bid projects.

FISCAL IMPACT

There is no direct fiscal impact from approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution continue the results in attracting better qualified bidders, resulting in the best value for the City. Additionally, the maintenance of these parks once constructed will be funded through Community Facilities Districts, and have minimal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No additional jobs are created through this process, however, the City's ability to move forward with the best qualified bidders will allow for a more timely approach to start and complete construction projects which will have a positive economic impact to the City by providing more construction and maintenance 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 pre-qualifications and appeals process 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. 17-438

Announcement

Pre-Qualifications Questionnaire

RESOLUTION NO. 17-438

APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS,
RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE
HEARING PROCESS FOR APPEALS

WHEREAS, California Public Contract Code Section 20101 authorizes public agencies to require prospective bidders that wish to bid for public works projects to “prequalify” for the right to bid; and

WHEREAS, the City of Roseville intends to bid out numerous parks and recreation capital projects during the 2018 calendar year; and

WHEREAS, these projects include:

- 1) F-56 Joint High School Park Site;
- 2) F-52 Neighborhood Park Site;
- 3) Village Green Park Site;
- 4) W-50A;
- 5) W-50B; and
- 6) F-95 Pocket Park.

WHEREAS, in order to more effectively and efficiently administer the construction of these projects, staff has determined that it would be in the City’s best interests to pre-qualify all contractors seeking to submit bids for these projects; and

WHEREAS, Public Contract Code Section 20101 expressly authorizes the Department of Industrial Relations (DIR) to create model prequalification forms for the use by public entities utilizing the prequalification process, and the DIR has established such model forms; and

WHEREAS, Public Contract Code Section 20101 also requires public agencies to adopt an administrative hearing procedure allowing prospective bidders to challenge their pre-qualification scores; and

WHEREAS, the City Council has reviewed the DIR model forms, the DIR uniform rating system, and the appeals process proposed by the Parks, Recreation and Libraries Department (hereinafter, “Parks”), as described in Council Communication #8821; and

WHEREAS, by utilizing the prequalification process pursuant to Public Contract Code Section 20101 and the DIR model forms, the City of Roseville will maximize its compliance with current State law while attracting the most qualified, trustworthy, fit, experienced, and competent bidders when using the prequalification process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves use of the prequalification process for the certain Parks, Recreation & Libraries projects identified in this Resolution.

BE IT FURTHER RESOLVED by the City Council that the Director of Parks is hereby authorized to implement a contractor prequalification procedure for prospective bidders for these, which procedure shall be based upon the DIR model prequalification forms and the DIR uniform rating system.

BE IT FURTHER RESOLVED by the City Council that the administrative hearing process proposed by the Parks, Recreation & Libraries Department for prequalification appeals is hereby approved.

BE IT FURTHER RESOLVED by the City Council that the Acting City Manager is hereby authorized to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

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



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

October 19, 2017 **DRAFT**

NOTICE: Pre-Qualification for Construction of Specified Park & Recreation Facilities

To Whom It May Concern:

General Information

Roseville is an incorporated city with a population of over 132,000 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California. By the year 2020, planners predict the population of Roseville will reach 145,000 residents. Over the past few years, Roseville has experienced an accelerated growth rate that has expanded the size of City staff and services dramatically, while outgrowing many of the City's existing facilities.

Notice

Notice is hereby given that the City of Roseville, Parks, Recreation & Libraries Department is hereby pre-qualifying all bidders for the following park and recreation construction projects:

- 1) F-56 Joint High School Park Site, located off of High School Road and West Park Drive in West Roseville. Phase one improvement bids are targeted for the end of 2018 for a Spring 2019 start date. This will be pending available funding for maintenance offsets.
- 2) F-52 Neighborhood park site, located off of Old Coach near Fiddymont Road. This is a 6 acre site. Public outreach is beginning Fall 2017. Bids are targeted for end of 2018 for a Spring 2019 start of construction date. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 3) Village Green park site, located off of Pleasant Grove Boulevard in West Roseville's Village Center across from St. John's Church. Bids are targeted for early 2018 with the start of construction in late Spring/early summer 2018. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 4) W-50 A: located off Brookstone and Westbrook Drives in West Roseville. This 6.5 acre site is a school/park. Construction document preparation is underway. Bids are targeted for early 2018 with start of construction slated for Spring 2018. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 5) W-50B: Located off of Westbrook Drive. This 1.5 acre neighborhood park site is slated to be constructed turn-key by Pulte Group. Construction document preparation is underway. Bids are targeted for early 2018 with start of construction slated for Spring 2018. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 6) F-95 Pocket Park, located off of Fiddymont Road north of Blue Oaks Blvd. This is a 1.5 acre pocket park to be constructed by Signature Homes. The Developer would like to begin construction in Fall 2018, if not sooner. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.

After the pre-qualification process has been completed, the City will issue a Notice to Contractors for each of these projects to pre-qualified Contractors. It is mandatory that all Contractors and Subcontractors of identified trades who intend to submit a bid(s) for any of these projects shall fully complete the pre-qualification questionnaire, provide **all** materials requested herein, and be approved by the City of Roseville to be on the final qualified bidders' list. Please note the following:

- The process includes three parts. Contractors and Subcontractors must qualify for all items noted in Part I including financial solvency, and receive a minimum rating score in each of the following:
 - Organizational Structure, History
 - Safety
 - Park Experience within the last three (3) years
 - Interview with Past Project Contacts (Randomly chosen)
- A letter from the bond surety is the only exception item for potential Subcontractors.
- If a company is a certified Small Business Enterprise, Minority Business Enterprise or Women-owned Business Enterprise, a financial statement is not required, however, a copy of the qualifying certificate and a notation in the submittal as to the business status **must** be included and noted.
- All contractors and subcontractors must register with the Department of Industrial Relations (DIR) in order to work on public works projects. Contractors and subcontractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.
- No bid will be accepted from a Contractor that has failed to comply with these requirements.

Subcontractors

A process change has been added to this year's pre-qualification process. Due to the average percentage of work performed on a typical park and recreation project, the following trades will be required to pre-qualify. It is the City's goal to pre-qualify multiple contractors for each trade in order to ensure competitive pricing. General contractors are encouraged to inform subcontracting partners to pre-qualify.

- Concrete
- Electrical
- Landscaping/Irrigation
- Grading & Underground
- Building

Trades not listed above will not be required to be pre-qualified.

Subcontractors performing less than .5% of the construction project are not required to pre-qualify. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. **Information provided in the questionnaire related to project experience shall be specific to park construction projects.** The City of Roseville will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor or Subcontractor is qualified to bid. The City of Roseville reserves the right to check other sources available. The City of Roseville's decision will be based on objective evaluation criteria.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of Roseville in determining bidder responsibility prior to the submission of bids and to aid the City of Roseville in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating will preclude the City of Roseville from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

A Contractor or Subcontractor may be found not pre-qualified for bidding on a specific park contract to be let by the City of Roseville, or on all park construction contracts to be let by the City of Roseville, until the Contractor meets the City of Roseville's requirements. In addition, a Contractor may be found not pre-qualified for either:

- 1) Omission of requested information,

- 2) A determination of a risky or questionable financial solvency status; or
- 3) Falsification of information.

Contractor Registration: Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City of Roseville Reservation of Rights

The City of Roseville reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors who are thereafter disqualified will be notified, and given an opportunity for a hearing consistent with the hearing procedures described for appealing a pre-qualification rating.

The City of Roseville reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future park project.

The City of Roseville will refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by the due date noted below. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application, but reapplication for a later project is permitted. The closing time for all bids will not be changed in order to accommodate supplemental or incomplete submissions, or late submissions.

The City of Roseville may elect to randomly interview selected references from at least two (2) completed park projects. The City of Roseville will conduct those interviews. No action on the Contractor's part is necessary.

Submittal Due Date and Address

The last date to submit a pre-qualification package is 5:00 p.m., **November 27, 2017.**

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" with the title "PARKS PRE-QUALIFICATIONS SUBMITTAL" to the City Clerk's Office at 311 Vernon Street, Roseville, CA 95678. **All submittals must be made at the City Clerk's Office.** Faxed submissions will not be accepted.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City Clerk are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status between fifteen (15) and twenty (20) business days after submission deadline of the information. Reviews will begin the first business day after the submission deadline.

Public Records

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public record and are not open to public inspection. All information will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purposes of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Financial Solvency

In lieu of submitting financial statements, the City will conduct credit checks through a third party (one of the top three credit rating agencies). A score of **650** or less will be subject to additional review and may be grounds for disqualification. Submission of the questionnaire is an acknowledgement that a credit report of the company's financial standing will be obtained. **Therefore, financial statements submitted as a part of this questionnaire are not required.**

Execution of Questionnaire

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of Roseville and provide updated accurate information in writing, under penalty of perjury.

Essential qualifications (Part I): all requirements must be met before Parts II and III are reviewed. See Page 1 for more information. It is important that all questions be fully answered and any back-up documentation included as noted in each question.

Each Section has a minimum rating score and all minimum ratings must be met or exceeded in order to be pre-qualified.

Appeals Process

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be requested. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application. A Contractor may appeal the City of Roseville's decision with respect to its request for pre-qualification, and request a hearing, by giving written notice of appeal to the Parks, Recreation & Libraries Director, along with a complete written description of all factual and legal bases for the appeal, no later than ten (10) business days after the date of the written notice of its qualification status from the City. Appeals should be delivered to 311 Vernon Street, Roseville, CA 95678 Attn: Parks, Recreation & Libraries Director. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of the City of Roseville, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the City of Roseville's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the City Council has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor shall be advised of the basis for the City of Roseville's pre-qualification determination. The Contractor will be given the opportunity to present evidence and arguments in opposition to the pre-qualification determination. Within three (3) business days after the conclusion of the hearing, the Appeals Panel will render its decision in writing. It is the intention of the City of Roseville that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Cancellation of Process

The City may cancel the prequalification process at any time, even after receiving and scoring applications. If the prequalification process is cancelled, the normal competitive bidding rules will apply. The City assumes no liability for the cost a prospective contractor may have incurred by submitting an application for prequalification, and the submittal of a prequalification application is a waiver to claim any such cost or losses due to cancellation of the process.

Additional information may be obtained by contacting Tara L. Gee, Park Planning & Development Superintendent at the Roseville Parks, Recreation & Libraries Department at 916-774-5253.

Please be assured that all submittals will be fully and objectively considered. We appreciate your interest in becoming partners with the City of Roseville.

Thank You,



Tara L. Gee
Park Planning & Development Superintendent

Attachments:

Contact Information

Pre-Qualifications Questionnaire

Part I: Essential Requirements for Qualification

Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

Part III: Recent Construction Projects Completed (Note: Ensure projects listed are park & recreation projects)



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

CONTACT INFORMATION

Firm Name: _____
(as it appears on license)

Check One: ___ Corporation ___ Partnership ___ Sole Propriety

Check One: ___ General ___ Subcontractor*

Contact person: _____

Address: _____

Phone #: _____ Email: _____

If firm is a sole proprietor or partnership:

Owner (s) of Company _____

Contractor's License(s): _____

(list all licenses held)

___ (Check if you are a) Certified Small Business Enterprise/Woman-owned Business
Enterprise/Minority Business Enterprise

___ All contractors and identified subcontractors must register with the Department of Industrial Relations (DIR) in order to work on public projects. Contractors and subcontractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.

**Applies to identified Subcontractor trades (Grading/Underground; Concrete, Electrical, Landscape/irrigation, Building)*

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."⁵

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is "yes."⁶ If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
☐ Yes ☐ No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
☐ Yes ☐ No Circle one if it applies: SBE/MBE/WBE

(Must provide certificate/official status letter)

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

Reviews will include submission of statement as well as an analysis of financial solvency.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which

This item is required only for general contractors.

⁵ A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸

☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?
☐ Yes ☐ No
7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

⁸ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
- NOTE: A corporation whose shares are publicly traded is not required to answer this question.**

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
- _____
- _____
11. Has your firm changed names or license number in the past five years?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including the reason for the change.
12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including the reason for the change.
13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No
If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No
If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
☐ Yes ☐ No
If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.
16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal Davis-Bacon** prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

Pre-Qualifications Experience

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation **new** construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks and recreation projects. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park ___ School/Institution ___ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$ _____ Total Contract Amount: \$ _____

of Change Orders: _____ Total Value of Approved Change Orders: \$ _____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

.....

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____

(Name)



COUNCIL COMMUNICATION

CC #: 8811
File #: 0800-03

Title: Meter Reading Services - Third Amendment to Professional Services Agreement
Contact: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached amendment to the professional services agreement for MV90 Meter Data Management System services with Trimark Associates, Inc. The amendment will increase the agreement by \$150,000.00 to \$450,000.00 and extend the agreement for three years at current prices through November 30, 2020.

BACKGROUND

Trimark Associates, Inc. provides highly customized hosting services for Roseville Electric Utility's MV90 Meter Data Management System. These services involve remotely reading large business and industrial meters over phone lines, then verifying, validating, hosting and transmitting the interval meter data. This complex data is critical to producing accurate electric bills and providing these customers with web-based access to their electricity usage information.

This amendment extends the existing agreement at current prices for three years, at which point Roseville Electric Utility will reevaluate whether to continue to outsource these services or perform them internally. Currently, outsourcing these meter data services is more cost effective and efficient than performing the functions internally.

FISCAL IMPACT

The three year professional services agreement amendment will increase the agreement amount by \$150,000.00, for a total of \$450,000.00. Funds in the existing budget are expected to cover service costs for the remainder of FY2017-18. Funding for services beyond FY2017-18 are subject to future City Council approval of the Electric utility budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Meter Reading Professional Services Agreement Extension 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,

Philip McAvoy, Assistant Utility Director

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-434

Trimark Contract 3rd Amendment

RESOLUTION NO. 17-434

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND TRIMARK ASSOCIATES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a third amendment to professional services agreement regarding the MV90 Meter Data Management System project, by and between the City of Roseville and Trimark Associates, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: MV90 Meter Data Management System

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this 14th day of September, 2017, by and between the City of Roseville, a municipal corporation ("CITY"), and Trimark Associates, 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 November 7, 2012 and amended on November 19, 2014 and November 18, 2015 ("Agreement") regarding MV90 Meter Data Management System ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated August 28, 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 Third Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one hundred fifty thousand dollars (\$150,000), in consideration of the additional services as set forth in Exhibit "A" to the Third Amendment to Agreement. This brings the total not to exceed contract amount to four hundred fifty thousand dollars (\$450,000)."

3. Paragraph 15 of the Agreement is amended to add the following sentence at the end of the paragraph:

"Termination of Agreement. Notwithstanding the foregoing, the parties intend that all services described in Exhibit "A" shall be completed no later than November 30, 2020."


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

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

CITY OF ROSEVILLE, a
municipal corporation

TRIMARK ASSOCIATES, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MICHELLE BERTOLINO
Electric Utility Director

and

BY:

its:

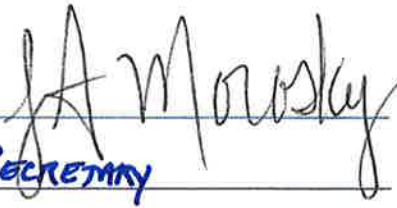

Secretary

EXHIBIT "A"



2365 Iron Point Road, Suite 100 • Folsom, CA 95630

P: 916.357.5970 E: info@TrimarkAssoc.com

www.TrimarkAssoc.com

August 28, 2017

Glenn Hoffman
City of Roseville
311 Vernon Street
Roseville, CA 95678-2649

Re: Professional Services Agreement
MV90 Meter Data Management System

Glenn:

The MV90 Data Management System includes the following services;

- Daily meter interrogation
- Data validation
- Logging of validation failures
- Export of data for Web presentation
- Quarterly import of utility research data
- Annual export of load research data
- Support of failures

The cost for the services are;

	<u>Monthly Fee</u>	<u>Quarterly Fee</u>
Billing Meters	\$ 20.63	n/a
Profiles Meters	\$ 20.63	n/a
Research Meters	n/a	\$ 8.26

If the need arises for other services outside of the scope mentioned above, they will be provided
On a task order basis. Trimark's current rates are as follows;

<u>Classification</u>	<u>Hourly Rate</u>
MDMA Manager	\$ 220
Senior Data Analyst	\$ 210
Data Acquisition	\$ 200
Database Manager	\$ 190
Associate Data Analyst	\$ 170

The total cost of service will not exceed \$ 150,000.

We thank you for your continued business

Sincerely,

Albert Larson
Controller



COUNCIL COMMUNICATION

CC #: 8822
File #: 0109-02

Title: Street Closure Request - Family Fun Night - October 26, 2017
Contact: Jamie Hazen 916-774-5978 jhazen@Roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend Council adopt the resolution authorizing the City Manager or his designee to sign the agreement with the Downtown Roseville Merchants Association, a non-profit corporation, for the Family Fun Night event and approve the following street closures for Thursday, October 26, 2017:

Closure time: 2:30 – 9:00 p.m.

Closure of Vernon Street between Lincoln Street and Taylor Street.

Closure of S. Grant Street between Oak Street and Atlantic Street.

The option to close the ground level of the parking garage, only as necessary in the event of inclement weather.

BACKGROUND

The DRM are requesting street closures to host their fourteenth annual Family Fun Night, an alternative Halloween celebration, in the downtown area.

This event is anticipated to attract up to 5,000 participants and spectators. The focus of the event is to provide a safe, fun, family-oriented evening in the Roseville area and to give people an opportunity to experience the shops and services provided in the downtown. The event runs from 4:00 – 8:00 p.m. and features live music, performances, food trucks, a haunted house, a magic show, costume contest and more.

New this year, the DRM will be hosting a Zombie Walk along Vernon Street, on Friday. This event is in addition to Family Fun Night on Thursday. (A Zombie Walk is an event where participants are invited to walk up and down Vernon Street, on the sidewalks, dressed as zombies.) Both adults and children may participate and will be required to obey traffic and crosswalk laws. In addition to obeying the traffic and crosswalk laws, zombies are not permitted to touch or engage passers-by and must be respectful of others. The event will be held on Friday, October 27th and will begin in the Vernon Street Town Square (VSTS). The VSTS will also host vendors and activities on both Thursday and Friday evenings. Because participants will be gathering in the VSTS and then walk on the sidewalks, street closures are not necessary on Friday.

Due to the potential for rain at this time of year, the DRM have requested use of the first floor of the parking garage, only in the event of inclement weather on Thursday, October 26th and Friday, October 27th for vendors and activities. Should this secondary plan be put in place, several parking spaces around the Civic Center will be reclassified as ADA parking.

In addition to notifying residents and businesses directly impacted, and in response to questions from our merchants in the downtown area, we continue to provide the "Downtown Roseville Area Street Closures" e-newsletter. Staff also submitted a Downtown Closure Notification letter to designated representatives of the Downtown Roseville Merchants Association, the Downtown Roseville Partnership and the Roseville Community Development Corporation.

FISCAL IMPACT

As a program partner with the DRM, the City is waiving the fees for street closures and rental fees for the Vernon Street Town Square.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

Temporary street closures are required to safely accommodate the event. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA and no further Council action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-439

Street Closure Agreement_Family Fun Night 2017

RESOLUTION NO. 17-439

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
DOWNTOWN ROSEVILLE MERCHANTS, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure for the
Family Fun Night Event, by and between the City of Roseville and Downtown Roseville
Merchants, 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 SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Family Fun Night

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

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the
Family Fun Night ("Event") to be held on Thursday, October, 26, 2017; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville
Municipal Code.
2. The following streets may be closed to traffic between 2:30 p.m. and 9:00 p.m. on
Thursday, October 26, 2017:
 - a. Vernon Street, between Lincoln and Taylor Streets; and
 - b. South Grant Street, between Oak and Atlantic Streets.

3. In the event of inclement weather, PROMOTER may utilize the bottom floor of the Vernon Street parking garage, with access from Oak Street. The Vernon Street exit shall be closed to vehicular traffic.

4. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

5. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 9:00 p.m. on the date of the Event.

6. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

7. To the fullest extent allowed by law, PROMOTER 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, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER'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.

8. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

9. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

10. No alcoholic beverages shall be sold on City streets or property.

11. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

12. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

13. PROMOTER shall obtain security services for the Event. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.

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 PROMOTER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

DOWNTOWN ROSEVILLE
MERCHANTS, INC., a California nonprofit
corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: ROB DECK - PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Michelle Phillips
Treasurer

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 8813
File #: 0800-03

Title: Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment
Contact: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached amendment to the professional services agreement with UtiliWorks Consulting, LLC. to continue consulting support for Advanced Metering Infrastructure (AMI) project. This amendment will increase the contract amount by \$39,960.00 for a total contract value not to exceed \$208,800.00. Funding is available in the FY2017-18 Electric and Environmental Utilities AMI capital improvement projects.

BACKGROUND

Advanced Metering Infrastructure (AMI) is a hardware, communications, and software system that enables two-way communication between a utility and a customer's meter. These systems, also known as the smart grid, will provide Roseville the ability to optimize electricity and water flows, respond to outages sooner, monitor theft, and provide advanced rate and rebate programs to customers. The Roseville Electric Utility and the Water Division of the Environmental Utilities Department are jointly funding and participating in the AMI project, with support and collaboration from the Finance and Information Technology departments.

On November 4, 2015, Roseville Electric Utility and Environmental Utilities entered into an agreement with UtiliWorks Consulting, LLC. to provide consulting services for the assessment and procurement phase of the AMI project. UtiliWorks agreed to perform a full AMI needs assessment of the City utilities, create a request for proposals, and assist in evaluating and negotiating the proposals from AMI vendors. Due to the unexpected level of competitiveness among the AMI vendor bids, the City and UtiliWorks performed additional evaluation that was not originally planned. The utilities recommend amending the UtiliWorks contract to increase the dollar amount by a not to exceed amount of \$39,960.00 to complete the assessment and procurement phase.

FISCAL IMPACT

This amendment will increase the contract amount by \$39,960.00 for a total contract value not to exceed \$208,800.00. Funding is available in the FY2017-18 Electric and Environmental Utilities AMI capital improvement projects.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). The AMI Consulting project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Philip McAvoy, Assistant Utility Director

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-436

UWC PSA Amendment.

RESOLUTION NO. 17-436

APPROVING A FIRST 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

WHEREAS, a first amendment to professional services agreement regarding the Advanced Metering Infrastructure project, by and between the City of Roseville and UtiliWorks Consulting, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #:
File #:

Title: AMI Consulting - Professional Services Agreement Amendment
Contact: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

Meeting Date: 10/18/2017
Item #:

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached amendment to the professional services agreement with UtiliWorks Consulting, LLC. to continue consulting support for Advanced Metering Infrastructure (AMI) project. This amendment will increase the contract amount by \$39,960.00 for a total contract value not to exceed \$208,800.00. Funding is available in the FY2017-18 Electric and Environmental Utilities AMI capital improvement projects.

BACKGROUND

Advanced Metering Infrastructure (AMI) is a hardware, communications, and software system that enables two-way communication between a utility and a customer's meter. These systems, also known as the smart grid, will provide Roseville the ability to optimize electricity and water flows, respond to outages sooner, monitor theft, and provide advanced rate and rebate programs to customers. The Roseville Electric Utility and the Water Division of the Environmental Utilities Department are jointly funding and participating in the AMI project, with support and collaboration from the Finance and Information Technology departments.

On November 4, 2015, Roseville Electric Utility and Environmental Utilities entered into an agreement with UtiliWorks Consulting, LLC. to provide consulting services for the assessment and procurement phase of the AMI project. UtiliWorks agreed to perform a full AMI needs assessment of the City utilities, create a request for proposals, and assist in evaluating and negotiating the proposals from AMI vendors. Due to the unexpected level of competitiveness among the AMI vendor bids, the City and UtiliWorks performed additional evaluation that was not originally planned. The utilities recommend amending the UtiliWorks contract to increase the dollar amount by a not to exceed amount of \$39,960.00 to complete the assessment and procurement phase.

FISCAL IMPACT

This amendment will increase the contract amount by \$39,960.00 for a total contract value not to exceed \$208,800.00. Funding is available in the FY2017-18 Electric and Environmental Utilities AMI capital improvement projects.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). The AMI Consulting project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Philip McAvoy, Assistant Utility Director

Michelle Bertolino, Electric Utility Director

ATTACHMENTS:

Description
UWC PSA Amendment

REVIEWERS:

Department	Reviewer	Action	Date
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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Advanced Metering Infrastructure Consulting

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 UtiliWorks Consulting, LLC, a Louisiana limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated November 4, 2015 ("Agreement") regarding the Advanced Metering Infrastructure Consulting ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated August 23, 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 First Amendment to Agreement.

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

“CITY shall pay thirty-nine thousand, nine hundred sixty dollars (\$39,960), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to two hundred eight thousand, eight hundred dollars (\$208,800).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

UTILIWORKS CONSULTING, LLC, a
Louisiana limited liability company

BY: _____
ROB JENSEN
City Manager

BY:  _____
its: Managing Director

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: N. J.

BY: _____

SONIA OROZCO
City Clerk

its: Officer

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Paul H. Cunningham

MICHELLE BERTOLINO
Electric Utility Director

for Michelle
Bertolino

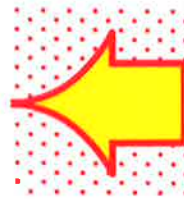


EXHIBIT “A”

The Procurement phase of the existing scope of service continues with the vendor contract negotiations task, which includes our team providing guidance and support during contract negotiations. Our experts review and provide editorial for the proposed SOW, determine whether the SOW is in compliance with Roseville's technical requirements and negotiate terms that are as favorable as possible to Roseville. It is important to memorialize the critical details in the contract underlying the system for service the vendor offers. We work with Roseville and the vendor(s)/contractor(s) to identify and document very specific systems-acceptance criteria, along with detailing the rights and responsibilities of all parties to the contract.

This task requires additional hours and funds as quoted in the below chart. This includes the UtiliWorks hours required to support this task through completion, as the project time estimated for this task has lengthened.

Assessment and Procurement Phase		Fee
Assessment		
Project Mobilization	\$	-
Workshops (Technology Review)	\$	-
Data Collection / Current State Definition	\$	-
Update Business Case	\$	-
Implementation Roadmap (Scope, Schedule, Budget)	\$	-
Assessment Report	\$	-
Presentation of Findings	\$	-
Procurement		
RFP Development	\$	-
Proposal Solicitation, Evaluation & Selection	\$	-
Vendor Contract Negotiations	\$	39,960
Project Management		
Total		\$ 39,960

Level of Effort (hrs)						
PM	Exec	Prnt	Assol	Analyst		
NN	DP	KS	JK	JM		
0	0	0	0	0		
0	0	0	0	0		
0	0	0	0	0		
0	0	0	0	0		
0	0	0	0	0		
0	0	0	0	0		
0	0	0	0	0		
0	0	0	0	0		
88	40	4	40	8		
0	0	0	0	0		
0	0	0	0	0		
88	40	4	40	8		
0	0	0	0	0		
88	40	4	40	8		

Title	Billing Rate
Managing Director	\$ 285.00
Principal	\$ 250.00
Manager	\$ 215.00
Associate	\$ 185.00
Analyst	\$ 155.00
Junior Analyst	\$ 110.00
Administrative	\$ 110.00



COUNCIL COMMUNICATION

CC #: 8817
File #: 0800-02

Title: Municipal Code Amendment - Recycled Water
Contact: Kenneth Glotzbach 916-774-5754 kglotzbach@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt an ordinance approving changes to the Roseville Municipal Code Section 14.17.120 to permit recycled water resale by an agency that has entered into a City Council approved wholesale supply agreement with Roseville.

BACKGROUND

Staff are developing a recycled water wholesale program to provide recycled water to other agencies for retail sale outside the City of Roseville but within the South Placer Wastewater Authority service area. Once developed, any future wholesale agreement would be presented to the City Council for approval. In order to supply recycled water, Roseville operates under a permit from the State of California which includes operating requirements and use restrictions. Many of the use requirements and restrictions are part of the Roseville Municipal Code which is not applicable outside the City. Wholesaling of recycled water to entities that normally serve areas outside of the City would relieve the City of the permitting responsibility for these areas and eliminate the need to establish enforcement authority outside the City's boundary for recycled water issues.

Presently, the Roseville Municipal Code prohibits all resale of Recycled Water. In order to enter into a wholesale agreement, the Municipal Code must change to permit resale of recycled water under an agreement approved by the City Council.

FISCAL IMPACT

There is no fiscal impact resulting from this action. Future wholesale agreements would increase utility revenue as a result of additional recycled water sales.

ECONOMIC DEVELOPMENT / JOBS CREATED

There are no jobs or economic development impacts.

ENVIRONMENTAL REVIEW

This ordinance is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Kenneth Glotzbach, Wastewater Utility Manager

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
14.17.120 OF CHAPTER 14.17 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING RECYCLED WATER

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.17.120 of Chapter 14.17 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.17.120 Resale of recycled water prohibited.

It is unlawful for any person to resell any water received from recycled water facilities unless authorized by separate agreement approved by City Council, except that a landlord/lessor may charge a tenant the amount which the landlord must pay for the water.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance

to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8837

File #: 0721-05 & 0201-01

Title: Dry Creek Greenway West Multi-use Trail Planning and Feasibility Study -
Agreements and Budget Adjustment

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

Meeting Date: 10/18/2017

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt the resolution authorizing the City Manager to execute the agreement with Dokken Engineering for professional services;
2. Adopt the resolution authorizing the City Manager to execute the sub-recipient agreement with the Placer County Transportation Planning Agency (PCTPA) to reimburse the City with FTA funds for professional services costs;
3. Adopt the resolution authorizing the City Manager to execute the agreement with Rails to Trails Conservancy (RTC) for support services;
4. Adopt the ordinance for a budget adjustment in the amount of \$316,417.00.

BACKGROUND

The Dry Creek Greenway West Trail is identified in the Bicycle Master Plan as a Class I shared use bikeway that would run alongside Dry Creek between Riverside Avenue in the City of Roseville and Cook-Riolo Road in Placer County. The project would provide important local connections to existing Class I paths at Saugstad Park and Cook-Riolo Road. The trail would also connect to the proposed Dry Creek Greenway path that extends along Dry, Cirby, and Linda Creek from Riverside Avenue to Old Auburn Road, and for which the City is currently in the planning and environmental review process. The project is part of the Greater Dry Creek Parkway trail system with regional connections to the American River Parkway and Sacramento Northern trails. The three mile segment that is part of this planning and feasibility study would travel through the Theiles Manor neighborhood, Union Pacific Rail yard, adjacent to the City Corporation Yard, and in portions of unincorporated Placer County. The study area is shown in Attachment 1.

Sustainable Communities Transportation Planning (SCTP) Grant and Placer County Transportation Planning Agency (PCTPA) Agreement - The varied nature of this trail corridor and the associated design challenges made this project a suitable candidate for the SCTP grant program. Last year, PCTPA, in partnership with the City and Rails to Trails Conservancy, submitted a SCTP grant application for the Dry Creek Greenway West Multi-use Trail Planning

and Feasibility Study and were awarded funding. As the lead applicant, PCTPA will administer the grant. The City of Roseville and Rails to Trails Conservancy are listed as co-applicants. A Sub-recipient Agreement with PCTPA is necessary for the City to receive the grant funds.

Rails to Trails Conservancy (RTC) Agreement - RTC was a co-applicant in the grant to take advantage of their experience planning trails along active rail lines and their relationship with Union Pacific Railroad. An agreement between the City and RTC is also necessary so RTC can receive grant funds for their contribution to this study. RTC's scope of work includes:

- Participate in Project Team and Technical Advisory Team meetings; Participate in Public Outreach strategy/plan;
- Participate in field walks, public workshops and open house;
- Assist with planning workshops;
- Develop presentations to contribute to public workshops and open house;
- Participate in open house;
- Prepare summary of outreach activity;
- Research examples of similar projects to help collaborate with Union Pacific Rail;
- Prepare memo summarizing potential funding sources for future project phases; and,
- Review and revise draft.

Dokken Engineering Agreement - On June 7, 2017, the City of Roseville released RFP #15-53 for the Dry Creek Greenway West Planning & Feasibility Study. The City received four proposals for this project that were reviewed by an eight member committee consisting of staff from the PCTPA, City of Roseville, Placer County, RTC and Caltrans. Dokken Engineering was chosen based upon the quality and content of their scope of work and presentation which included a strong emphasis on the public outreach component of this study and collaboration with stakeholders. Dokken Engineering's scope of work includes:

- Public outreach and consensus building through workshops and an open house;
- Stakeholder meetings, including coordination with Union Pacific Rail yard;
- Inventory of existing conditions;
- Development and evaluation of trail alignment alternatives;
- Conceptual design;
- Cost estimates and phasing;
- Presentations at City and County public meetings; and,
- Final report.

The planning and feasibility study is expected to be completed within 18 months.

FISCAL IMPACT

Staff is requesting a budget adjustment in the amount \$316,417.00. This budget adjustment includes funding for the following activities:

Dokken Engineering	\$206,805.00
Rails to Trails Conservancy	\$ 20,195.00
Staff Time	\$ 89,417.00
TOTAL	\$316,417.00

The budget includes \$183,126.00 in SCTP grant funds issued by Caltrans and \$133,291.00 in Local Transportation Funds (LTF) which includes a required 11.47% match. No general fund monies will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on the federal guideline of one job for every \$92,000.00 in government spending, this grant will create approximately three full-time jobs.

ENVIRONMENTAL REVIEW

This project is a feasibility and planning study that is statutorily exempt from environmental review per CEQA Guidelines Section 15162.

Respectfully Submitted,

Jeannie Gandler, Administrative Analyst/Bikeways

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment 1 - Vicinity Map

Resolution No. 17-445

Professional Services Agreement with Dokken Engineering

Resolution No. 17-446

Professional Services Agreement with Rails to Trails Conservancy (RTC)

Resolution No. 17-447

Subrecipient Agreement with Placer County Transportation Planning Agency (PCTPA)

Ordinance No. 5880

Budget Adjustment Form

Dry Creek Greenway West Trail Detail Map



RESOLUTION NO. 17-445

APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND THE DOKKEN ENGINEERING, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement between the City of Roseville and the
Dokken Engineering regarding the Dry Creek West Multi-Use Trail Planning & Feasibility
Study, has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Dry Creek West Multi-Use Trail Planning & Feasibility Study

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a planning & feasibility
study; and

WHEREAS, CONSULTANT has prepared a proposal dated August 31, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred six thousand, eight hundred five dollars (\$206,805).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than three (3) years after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the three (3) year period following termination or

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

6. Incorporation of PCTPA Provisions. CONSULTANT shall comply with those certain provisions of the Subrecipient Agreement between the City of Roseville and Placer County Transportation Planning Agency, which are set forth in EXHIBIT "C," attached hereto and incorporated herein by this reference.

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

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

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

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

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

12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Dokken Engineering
110 Blue Ravine Road, Ste. 200
Folsom, CA 95630

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


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

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

CITY OF ROSEVILLE, a
municipal corporation

DOKKEN ENGINEERING, a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: President
and

ATTEST:

BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

EXHIBIT “A”

EXHIBIT A SCOPE OF SERVICES

The following Scope of Services outlines the tasks the Dokken Engineering Team will perform to deliver the Dry Creek Greenway West Multi-Use Trail Planning & Feasibility Study. This study will provide a conceptual planning foundation for a future trail that would close a gap in the existing Dry Creek watershed trail system. The study would evaluate the feasibility of a 3-mile long multi-use path between Cook-Riolo Road in Placer County and Riverside Avenue in the City of Roseville. The goal of the study is to develop a preferred trail alignment which the City and County can use to begin the environmental review and engineering phase of the project. Environmental Review under CEQA/NEPA, preparation of improvement plans, and right-of-way services are not a part of this Scope of Services.

All deliverables will be provided in hard copy and electronically in both pdf and native file format.

Funding for this project comes from a State Sustainable Transportation Planning Grant administered through Caltrans, and consists of both State and FTA 5304 funds.

1 PROJECT INITIATION & COORDINATION

1.1: Coordination and Meetings – PDT & Technical

PDT Meetings - The Dokken Engineering team will plan, prepare for and facilitate face-to-face project development team meetings with PCTPA, City of Roseville, RTC, and Placer County staff to report on progress, discuss key activities and issues, gain input and ensure good communication. Schedule review will be included and aid in keeping the project on time and within budget. It is anticipated these meetings will occur monthly or less and be arranged efficiently with other proposed project meetings. Approximately twelve (12) PDT meetings will be held.

Technical Team Meetings - The Dokken Team (in coordination with City staff, RTC, and PCTPA staff) will also be responsible to meet with a technical team to discuss technical aspects of the study, identify potential issues, and address any technical issues that may arise. Technical team includes representatives of public utilities and facilities management, parks, and the Union Pacific Railroad. Approximately three (3) technical team meetings will be held.

This task includes preparing materials for the meetings including agendas, sign-in sheets, milestone schedule and exhibits to aid in the discussion, using material developed in Task 3. A summary of each meeting will be prepared.

Project Coordination – Agency and internal coordination, as well as resource (staff and sub-consultant) scheduling and management, will also be performed under this task.

1.2: Identify Existing Conditions

Dokken Engineering will gather existing conditions and background data as well as standards that should be used to guide preparation of the plan. Data collection includes, but is not limited to:

- property ownership;
- existing and planned land uses;
- population characteristics;
- trail travel projections;
- an inventory and evaluation of existing bicycle and pedestrian facilities;
- GIS information, aerial mapping data, and LIDAR topographic data;
- a record search of as-built plans (plans provided by City/County) for nearby roadway, flood control,

CITY OF ROSEVILLE
DRY CREEK GREENWAY WEST MULTI-USE TRAIL PLANNING & FEASIBILITY STUDY

- utility projects, and the Roseville Corp Yard;
- review of existing traffic counts (provided by City/County) at up to ten (10) key road crossings;
- peak pedestrian and bicycle counts at key locations in the vicinity of the proposed trail;
- review of existing planning documents (to be provided by City/County); and
- review of existing City and County design standards.

Base Mapping - Dokken Engineering, with our subconsultant REY Engineers, will prepare base mapping for the project. The base mapping will be developed primarily from existing data, supplemented with a nominal amount of field surveys. City and County GIS coverages will be acquired for land ownership and parcel/right-of-way boundaries. Exhibits will use current City digital aerial photography. Terrain data will be based on final post-processed LiDAR data from the Central Valley Floodplain Evaluation and Delineation (CVFED) Program. In the Roseville area, the “final post-processed” CVFED LiDAR data includes a higher level of classification resulting in more accurate ground surface models.

Dokken Engineering/REY Engineers will complete field surveys to confirm the relationship of the aerial photography, LiDAR data and GIS coverages. Additionally, topographic surveys will be performed to acquire physical constraints in the vicinity of each overcrossing, including Riverside Avenue, Vernon Street, Foothills Boulevard, UPRR yard and mainline, Atkinson Street and Cook Riolo Road. Features such as abutment faces, low-chords, channel geometry and other pertinent items will be accurately located.

Work within the UPRR will require obtaining a “Permit to be on Railroad Property for Nonintrusive Civil Engineering Survey Work”. R.E.Y. has recent experience in the Roseville Railyard and will secure this permit.

Biological Constraints - Dokken will conduct a preliminary biological resources investigation and prepare a constraints report including reconnaissance level field topographical and biological field surveys necessary to identify opportunities and constraints. This activity will not include CEQA-level review or analysis, and is intended only to enhance inform opportunities and constraints discussions.

Dokken Engineering will coordinate with the Rails to Trails Conservancy who plans to research and document other trail projects or pedestrian underpasses that cross under active railroad lines and prepare a memo summarizing findings. The memo from RTC will be included in the Feasibly Study.

The information collected will be documented in a Draft Existing Conditions Report which will be finalized under Task 3.1.

1.3: Identify Preliminary Opportunities and Constraints

Using the information obtained and assembled in Task 1.2, Dokken Engineering will identify and analyze preliminary opportunities and constraints and develop a preliminary opportunities and constraints map including, but not limited to, the following:

- pertinent topographic and biological information
- trail alternatives (schematic level)
- a photo inventory of possible trail alignments
- connections to important destinations

Item	Deliverable
1.1	Agendas, Meeting Materials, Schedules, Meeting Summaries
1.2	Draft Existing Conditions Report, Base Mapping and Biological Constraints Report
1.3	Preliminary Opportunities and Constraints Map

CITY OF ROSEVILLE

DRY CREEK GREENWAY WEST MULTI-USE TRAIL PLANNING & FEASIBILITY STUDY

2 PUBLIC OUTREACH

2.1: Public Outreach Development

The Dokken Engineering/AIM (DE/AIM) team will meet with the Project Development Team including City, County, PCTPA and RTC members and develop a public outreach plan. The plan will serve as a roadmap, highlighting strategies and tasks designed to help the City of Roseville achieve the study's public outreach goals and objectives. The plan will include strategies for focused and group input, both in person and via an online tool as an additional method to solicit public feedback.

The strategy will be tailored to promote optimal community involvement and engage the diverse range of interested parties, including the low-income and Spanish-speaking residents of the Theiles Manor and Roseville Heights neighborhoods. DE/AIM will provide Spanish translators translation services as necessary for all public outreach communications. Additional services can be provide on a time and materials basis for other languages and/or sign language interpreters.

The DE/AIM team will develop a communication strategy (i.e. flyers/email) to inform school parents of the benefit of active living and solicit comments.

The team will develop a unique coordination strategy for the UPRR. This strategy will consist of gathering as much background information as possible before meeting with the UPRR, followed by early contact in the form of a one-on-one stakeholder interview (in Task 2.4) to get a better understanding of the general concerns and requirements of the railroad, and a UPRR-only field walk (in Task 1.1) focused solely on concerns related to the UPRR right of way and operations. With this information, Dokken will develop (as part of Task 3) a conceptual design for the portion of the path in the UPRR right-of-way. This conceptual design will be developed to a level adequate to identify any fatal flaws and to develop an accurate budget-level cost estimate. Dokken will then meet with the UPRR to discuss the proposed concept and gather feedback from the UPRR, which will be incorporated into the final conceptual design to be included in the planning and feasibility study.

The City and PTCPA will arrange for public notices and distribute outreach materials.

2.2: Stakeholder Database and Ongoing Public Communication

Working with the PDT, Dokken Engineering will develop and maintain a database of Project Partners and stakeholders. It is anticipated the database will include:

- Creekview Ranch School (K-8)
- Dry Creek Unified School District
- Cherry Glen/Theiles Manor Neighborhood Association
- Roseville Heights Neighborhood Association
- Roseville Coalition of Neighborhood Associations
- Capitol Corridor Joint Powers Authority
- Sun City Cycling Club\
- Sacramento Walking Stick/WALK Sacramento
- Union Pacific Railroad
- Vineyard Gate Apartments
- Roseville Chamber of Commerce
- Sacramento Area Bicycle Advocates
- Dry Creek Wastewater Plant
- Biking Roseville
- Roseville Electric
- Nearby retail & office centers

The database will include: stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of interest in the study.

CITY OF ROSEVILLE**DRY CREEK GREENWAY WEST MULTI-USE TRAIL PLANNING & FEASIBILITY STUDY**

DE/AIM will also coordinate and develop ongoing communication tools for City review, authorization and distribution to partners, stakeholders and the public. Formats will include handouts for public meetings, mailers in conjunction with the various workshops and the Open House, and information for the website. For each meeting, DE/AIM will develop a meeting invitation for the City to post on the project webpage and to the City's social media and NextDoor account.

2.3: Partners' Previews and Field Walk

DE/AIM will work with the PDT to incorporate Public Partner preview sessions in conjunction with the in-person public workshops and open house. The team will assemble necessary information for each session including an agenda, pertinent project information, and, once held, a session summary. Entities to include in the Project Partner Sessions will be identified from the database developed in Task 2.2 and be approved by the City.

Project partners will be invited to drop by the workshops/open house before the general public to preview information, discuss challenges and opportunities with the project team, and ask questions one-on-one with project team members and City staff. The focus of the first session will be to provide an opportunity to introduce the partners to the project and discuss the purpose/method of the project site field walk. The second session will include the site walk along representative portions of the corridor where project partners can engage in the segment(s) of the creek corridor of interest to their organization. Existing constraints, potential connections, and adjacent land uses will be pointed out along the walk. The project partners' site walk will be conducted after a preliminary site walk with only project staff (included in Task 1.2). The third session will provide an opportunity for the partners to review and provide input on the recommended alignment alternatives. Project Partners will also be encouraged to participate in community wide outreach activities and to share information about the project, and input opportunities with their constituents/organizations.

2.4: Key Stakeholder Interviews

In addition to the group Project Partner meetings, DE/AIM will facilitate up to four (four) one-one-one interviews with key stakeholders. It is anticipated these will include the UPRR (2 meetings), Creekview Ranch School/Dry Creek Unified School District, and one with one (or more as a group) of the four major property owners through whose property Dry Creek runs.

2.5: Community Workshop/Online Engagement/Open House

The DE/AIM team will plan, coordinate and hold two Community Workshops and an Open House. A Virtual Workshop will also be developed and conducted.

The first community workshop will introduce the study, gather input on opportunities and challenges, and discuss draft evaluation criteria for the feasibility study. The second workshop will provide an update on opportunities and challenges heard at the first public workshop, proposed evaluation criteria, and a preview of the path design and alignment alternatives. In conjunction with the second workshop, the Dokken team will develop a virtual community workshop to engage the local community in an online dialogue. The virtual workshop will be held over a set timeframe developed in conjunction with the PDT. It will provide an opportunity for the community to review the identified opportunities and constraints, final evaluation criteria, and solicit feedback on the path design and alignment alternatives. It will also provide opportunity for more regional involvement and for those that find attending in person difficult. Community members will be able to provide input on line.

Once an alignment alternative recommendation is developed, a Community Open House will be arranged and held. The Open House will provide an opportunity for the community to review and provide input on the recommended alignment, design standards and cost estimates.

CITY OF ROSEVILLE

DRY CREEK GREENWAY WEST MULTI-USE TRAIL PLANNING & FEASIBILITY STUDY

2.6: Public Agency Presentations

Dokken Engineering will support the City's effort to present the Feasibility study to six public agencies as described below. Dokken's effort will include assistance with presentation materials and presenting at the meetings. City and County staff will respond to questions and identify steps to resolve any critical issues, with Dokken assisting as requested.

- 1) A Transportation Commission public meeting will be held to get feedback on the draft planning and feasibility analysis, which will include a recommended alignment, design standards, and cost estimates.
- 2) A West Placer County Municipal Advisory Council workshop will be held to get feedback on the draft planning and feasibility analysis, which will include a recommended alignment, design standards, and cost estimates.
- 3) A Placer County Parks Commission public meeting will be held to get feedback on the draft planning and feasibility analysis, which will include a recommended alignment, design standards, and cost estimates.
- 4) The Final Planning and Feasibility Study will be presented at a Placer County Board of Supervisors meeting.
- 5) The Final Planning and Feasibility Study will present at a City Council meeting
- 6) PCTPA staff and City staff will present the final Dry Creek Greenway West Multi-Use Trail Planning and Feasibility Study at the PCTPA meeting. PCTPA staff and City staff will identify steps to resolve any critical issues.

Item	Deliverable
2.1	Summary of Public Outreach methods, outreach materials
2.2	Stakeholder Database, outreach materials
2.3	Meeting agendas and summaries, photos
2.4	Interview Summaries
2.5	Workshop and Open House Materials/Summaries, On-line Engagement data, photos
2.6	Presentation Materials

3 Planning and Feasibility Study

3.1: Finalize Existing Conditions Report & Opportunity and Constraints

Dokken Engineering will complete the existing conditions report and the opportunity and constraints map based upon public input from the Field Walk, Workshops and online engagement. A Purpose and Needs statement for the project will be developed based on input from public involvement.

3.2: Develop Alignment Alternatives and Conceptual Designs

Dokken Engineering will develop conceptual designs and alignment alternatives. Up to three alternative alignments for each segment between roadway crossings are anticipated. A comparative analysis of alternatives for trail routing, road crossings, and connections to important destinations, including but not limited to evaluation of opportunities/benefits, challenges/constraints, and cost estimates will be completed. Maps and illustrations in various views (plan view, path cross-sections, and sketches) will be prepared for presentation at the Community Workshop and subsequent Open House, and for use on-line.

Dokken Engineering will work with City staff to develop draft evaluation criteria, which will be presented at the

**CITY OF ROSEVILLE
DRY CREEK GREENWAY WEST MULTI-USE TRAIL PLANNING & FEASIBILITY STUDY**

first community workshop, revised based on community input and presented at the second community workshop before being finalized.

3.3: Draft Planning & Feasibility Study

Based on the existing conditions, public feedback from the Community Workshop and analysis, a path alignment will be recommended. Dokken Engineering will prepare additional information for the study including, but not limited to: property ownership maps, preliminary cost estimates, a discussion of the next steps in project implementation, and phasing opportunities. The study will also document the public outreach efforts and how public input has been incorporated into the project.

Dokken will evaluate and compare City and County standards and develop design and implementation guidelines and standards to be used on the project to ensure that the preferred alignment is constructed to a consistent set of standards that is acceptable to the City and County.

A draft report will be prepared for review by the PDT member. Once approved, the draft report will be presented at the Community Open House, Roseville Transportation Commission Public Meeting, West Placer County Municipal Advisory Council Workshop, and the Placer County Parks Commission Public Meeting. Presentation materials to highlight the analysis and conclusions in the report will be prepared as part of Task 2 – Public Outreach.

3.4: Identify Potential Funding Sources

With the assistance of RTC, Dokken Engineering will review and identify potential funding sources for future implementation of the preferred alternative. The information will be summaries in a Funding Source Memorandum.

3.5: Final Planning & Feasibility Study

Dokken Engineering will prepare a Final Dry Creek Greenway West Planning & Feasibility Study addressing comments from the Roseville Transportation Commission Public Meeting, West Placer Council Municipal Advisory Council Workshop, and the Placer County Parks Commission Public Meeting.

Item	Deliverable
3.1	Final Existing Conditions Report and Opportunity and Constraints Map; Purpose and Need Statement
3.2	Comparative Analysis. Sketches, maps, and illustrations, Draft Evaluation Criteria; Final Evaluation Criteria
3.3	Draft Planning and Feasibility Study Report
3.4	Funding Source Memorandum
3.5	Final Planning and Feasibility Study Report; Twelve (12) hard copies and eight (8) electronic copies

Optional Task: Additional Translation or Interpretive Services

As an optional task and if requested by the City, DE/AIM will arrange additional translation or sign language interpretive services as may be needed at each community workshop. If the need is identified, a scope and fee that can be provided within the budget estimate for this task will be provided. The service will only be provided if approved in advance by the City.

EXHIBIT “B”



EXHIBIT B - BUDGET ESTIMATE
PLANNING & FEASIBILITY STUDY FOR THE
DRY CREEK GREENWAY WEST MULTI-USE TRAIL
 August 31, 2017

Task Description	Dokken Engineering	AIM Consulting	R.E.Y. Engineers	Grand Total
TASK 1 - Project Initiation & Coordination	\$57,094		\$9,103	\$66,197
1.1 Coordination & Meetings - PDT & Technical	\$26,099			\$26,099
1.2 Identify Existing Conditions	\$14,672		\$9,103	\$23,776
1.3 Identify Preliminary Opportunities & Constraints	\$16,323			\$16,323
TASK 2 - Public Outreach	\$34,919	\$40,147		\$75,066
2.1 Public Outreach Development	\$1,922	\$5,449		\$7,372
2.2 Stakeholder Database and Ongoing Public Communication	\$961	\$2,584		\$3,545
2.3 Partners Meetings & Field Walk	\$5,496	\$6,336		\$11,831
2.4 Key Stakeholder Interviews	\$4,354			\$4,354
2.5 Community Workshops/Online Engagement / Open House	\$13,434	\$25,778		\$39,211
2.6 Public Agency Presentations	\$8,752			\$8,752
2.6.1 Roseville Transportation Commission Public Meeting	\$1,549			\$1,549
2.6.2 West Placer County Municipal Advisory Council Workshop	\$1,549			\$1,549
2.6.3 Placer County Parks Commission Public Meeting	\$1,549			\$1,549
2.6.4 Placer County Board of Supervisors Meeting	\$1,368			\$1,368
2.6.5 Roseville City Council Review & Acceptance	\$1,368			\$1,368
2.6.6 Placer County Transportation Planning Agency Board Meeting	\$1,368			\$1,368
TASK 3 - Planning and Feasibility Study	\$61,159			\$61,159
3.1 Finalize Existing Conditions Report & Opportunity and Constraints	\$10,596			\$10,596
3.2 Develop Alternatives, Conceptual Designs & Draft Evaluation Criteria	\$15,006			\$15,006
3.3 Draft Planning & Feasibility Study	\$17,830			\$17,830
3.4 Identify Potential Funding Sources	\$3,822			\$3,822
3.5 Final Planning and Feasibility Study	\$13,906			\$13,906
Task 4 - Optional Tasks	\$3,582	\$800		\$4,382
4.1 Non-Spanish Translation Services	\$3,582	\$800		\$4,382
BASE COST	\$153,173	\$40,147	\$9,103	\$202,423
TOTAL COST	\$158,755	\$40,347	\$9,103	\$208,205

EXHIBIT "C"

EXHIBIT C

8. Cost Principles.

a. Subrecipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b. Any costs for which the Subrecipient receives payment or credit that is determined by a subsequent audit or other review by either PCTPA, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 200, 48 CFR Chapter 1, Part 31; or 49 CFR, Part 18, shall be repaid by Subrecipient within thirty (30) days of the Subrecipient receiving notice of final audit findings.

c. All costs charged to this Agreement by the Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 9 a. of this Agreement.

d. All deliverables published under this agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Placer County Transportation Planning Agency. Additional financial assistance was provided by the California State Department of Transportation."

e. All deliverables produced under this agreement which include Subrecipient logos shall also include the PCTPA logo.

f. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

10. Records Retention and Audits.

a. The Subrecipient shall maintain, and shall require that its Contractors maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual PCTPA OWP for a minimum of three (3) years from the date of final payment to Subrecipient or until audit resolution is achieved for each annual PCTPA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of PCTPA, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by PCTPA upon request at no cost to PCTPA.

b. The Subrecipient shall establish and maintain, and shall require that its

Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item which clearly identify reimbursable costs and other expenditures by OWP work elements.

c. The Subrecipient agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Subrecipient in compliance with Office of Management and Budget Circular A-133.

d. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances.

a. The Subrecipient shall adhere to the requirements contained in PCTPA's annual Certification and Assurances (FHWA and FTA "State and Metropolitan Transportation Planning Process Self Certification") submitted as part of PCTPA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in PCTPA's OWP. Such requirements shall apply to the Subrecipient to the same extent as PCTPA and may include, but are not limited to:

- i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
- ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
- iii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).

b. The Subrecipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance, "including" Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in PCTPA's OWP. Such assurances shall apply to the Subrecipient to the same extent as PCTPA, and include but are not limited to the following areas:

- i. Authority of Applicant and its Representatives
- ii. Standard Assurances

- iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
- iv. Drug Free Work Place Agreement
- v. Intergovernmental Review Assurance
- vi. Nondiscrimination Assurance
- vii. Disadvantaged Business Enterprise (DBE) Assurance
- viii. Nondiscrimination on the Basis of Disability
- ix. Procurement Compliance Certification
- x. Certification and Assurance Required by the U.S. Office of Management and Budget.

c. Federal and State Lobbying Activities Certification.

i. By signing this Agreement, the Subrecipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

d. The Subrecipient shall further require its Contractor to comply with these Certifications. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

e. The Executive Director (or other designated, authorized signatory) of the Subrecipient shall sign an annual certifications and assurances form entitled "Affirmation of Subrecipient," which shall be provided to PCTPA separately at the time this Agreement and annual amendments to the Agreement are executed.

12. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Subrecipient for itself, its assignees and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Subrecipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government code sections reference above, are incorporated into this Agreement by reference and made a part hereof as set forth in full.

The Subrecipient shall give written notice of their obligations under this clause to the labor organizations with which they have collective bargaining or other labor agreements.

- a. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, PCTPA shall impose such contract sanctions as its or the DOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
 - iii. Incorporation of Provisions: The Subrecipient shall include the provisions of this Section in every agreement with its Contractor.

The Subrecipient shall take such action with respect to any such agreement as PCTPA or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

RESOLUTION NO. 17-446

APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE RAILS TO TRAILS CONSERVANCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement between the City of Roseville and the Rails to Trails Conservancy regarding the Dry Creek West Multi-Use Trail Planning & Feasibility Study, has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Dry Creek Greenway West Multi-Use Trail Planning & Feasibility Study

THIS AGREEMENT is made and entered into this 25 day of September, 2017

by and between the City of Roseville, a municipal corporation ("CITY"), and Rails to Trails Conservancy, a District of Columbia non-profit corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of consulting services for the Dry Creek Greenway West Multi-Use Trail Planning & Feasibility Study; and

WHEREAS, CONSULTANT has prepared a proposal dated August 30, 2017, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed twenty thousand, one hundred ninety-five dollars (\$20,195).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

Commercial General Liability

Automobile Liability

LIMITS OF LIABILITY

Statutory

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

\$1,000,000 combined single limit

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than three (3) years after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the three (3) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Incorporation of PCTPA Provisions. CONSULTANT shall comply with those certain provisions of the Subrecipient Agreement between the City of Roseville and Placer County Transportation Planning Agency, which are set forth in EXHIBIT "C," attached hereto and incorporated herein by this reference.
7. Time is of the Essence. Time is of the essence of this Agreement.
8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.
11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.
12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.
13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

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

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

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

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

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Barry Bergman, Manager of Trail
Development, Western Region
Historic Central Building,
436 14th Street, Suite 416
Oakland CA 94612

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

RAILS TO TRAILS CONSERVANCY,
a District of Columbia non-profit
corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: President
and
BY: _____
its: Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

EXHIBIT "A"

Dry Creek Feasibility Study Proposed Scope Work

Prepared by Rails-to-Trails Conservancy, Revised 8/30/17

Below is a brief description of the proposed tasks as well as the assumptions used to develop RTC's draft project budget.

- Project team coordination meetings (Task 1.1): The project schedule as submitted to Caltrans includes 34 monthly coordination meetings. Since the initial meeting happened in month 6, and the last 2 months are final presentations, this will reduce the number to 26. Our assumption is that RTC's participation will not be needed in some meetings, so the budget accounts for 20 meetings, including 3 in-person meetings.
- Technical team meetings (Task 1.1): Assumes RTC will participate in 3 technical team meetings. It is assumed that participation will be via conference call.
- Public outreach (Tasks 2.1 through 2.6): RTC will work with the project team to develop an outreach strategy for the project, including identification of key stakeholders and methods for distributing information about opportunities for public participation. RTC will also be involved in the key outreach activities: 1) participation in the public field walk, 2) participation in 2 public workshops, including upfront workshop planning as well as development and delivery of a presentation, and 3) participation in the project open house.

Some hours have been included to prepare a presentation for the workshops and/or for development of materials. We can provide some Spanish language materials, such as flyers or handouts, but not anything that would be overly complex. Some hours have also been included to assist with planning the workshops if that is needed. If RTC assistance is needed to help with outreach to generate stakeholder participation in workshops, additional hours will be required. No hours have been included for development of the online tool, though we can provide input.

- Draft Planning and Feasibility Study (Task 3.3): RTC will summarize the outreach effort for the project.
- Research and documentation of similar projects (Task 3.3): In the proposed budget, this is included as part of the development of the draft study. RTC will research and document other trail projects or pedestrian underpasses that cross under active railroad lines. Where possible, projects will be along Union Pacific corridors. RTC will conduct interviews with relevant agency staff for selected projects. A memo will be prepared to summarize the research findings.
- Identify potential funding sources (Task 3.4): RTC will prepare a memo summarizing potential funding sources for the completion of the project.
- Final Planning and Feasibility Study (Task 3.5): RTC will review and provide comments on the draft report.
- Travel expenses: The above tasks are estimated to require 8 trips to Roseville. An estimate for transportation costs is included. If relevant activities are anticipated to be scheduled on consecutive days, the cost proposal can be modified to include the cost of a hotel stay. Note that the budget accounts for travel time for trips to Roseville but at only ½ the hourly rate.

- **Other expenses:** Other expenses relating to the project are not included here. This would include printing of maps, copying of flyers and workshop materials, fees for translation, costs of mailings, and printing the final feasibility study.
- **Other:** No hours have been included for project partner meetings or stakeholder interviews. This can certainly be changed, but the assumption was that members of the project team may be able to take advantage of existing relationships and may prefer to take the lead on this.

EXHIBIT "B"

Exhibit B - Dry Creek Trail Feasibility Study
Tasks & Estimated Budget - Prepared by Rails-to-Trails Conservancy, 8/30/17

Task Number	Task	Description	Number of Trips	Travel hours	Staff (hourly rates indicated below)			Total Per Task
					Western Region Director - Laura Cohen	Mgr of Trail Development - Betty Bergman	Program Coordinator - Yamalith Aguilar	
0	Kickoff Meeting		1	0	\$ 100	\$ 85	\$ 65	\$ -
1.1	Coordination Meetings	Participate in monthly meetings (assume 1 hr)	3	6		22		\$ 2,380
1.1	Technical Team Meetings	Participate in 3 meetings (assume 2 hr)		0		8		\$ 680
2.1	Outreach	Develop outreach strategy/plan		0	5	15	5	\$ 2,100
2.3	Public Field Walk	Participate in field walk	1	2		3		\$ 425
		Participate in 2 workshops	2	4		10		\$ 1,190
2.5	Public Workshops	Assist with planning workshops, e.g. format, logistics		0		5	20	\$ 1,725
		Develop presentation - value of trails, etc. and/or other workshop/outreach materials (potentially Spanish versions)		0	4	10	30	\$ 3,200
2.5	Open House	Participate in open house	1	2		4		\$ 510
3.3	Draft Planning & Feasibility Study	Prepare summary of outreach activities		0		5	20	\$ 1,725
		Research examples of similar projects, follow up with selected projects to identify key issues in getting RR to approve design, prepare summary memo		0	2	15	15	\$ 2,450
3.4	Identify Potential Funding Sources	Prepare memo summarizing potential funding sources for future project phases		0	5		15	\$ 1,475
3.5	Final Planning & Feasibility Study	Review and revise draft		0	5	15		\$ 1,775
				14	21	112	105	
								\$ 19,635
				\$ 560				\$ 560
								\$ 20,195

\$70/trip for transportation (8 total trips)

Total Labor Costs
Direct Expenses
Total RTC Budget

EXHIBIT "C"

EXHIBIT C

8. Cost Principles.

a. Subrecipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b. Any costs for which the Subrecipient receives payment or credit that is determined by a subsequent audit or other review by either PCTPA, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 200, 48 CFR Chapter 1, Part 31; or 49 CFR, Part 18, shall be repaid by Subrecipient within thirty (30) days of the Subrecipient receiving notice of final audit findings.

c. All costs charged to this Agreement by the Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 9 a. of this Agreement.

d. All deliverables published under this agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Placer County Transportation Planning Agency. Additional financial assistance was provided by the California State Department of Transportation."

e. All deliverables produced under this agreement which include Subrecipient logos shall also include the PCTPA logo.

f. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

10. Records Retention and Audits.

a. The Subrecipient shall maintain, and shall require that its Contractors maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual PCTPA OWP for a minimum of three (3) years from the date of final payment to Subrecipient or until audit resolution is achieved for each annual PCTPA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of PCTPA, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by PCTPA upon request at no cost to PCTPA.

b. The Subrecipient shall establish and maintain, and shall require that its Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item which clearly identify reimbursable costs and other expenditures by OWP work elements.

c. The Subrecipient agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Subrecipient in compliance with Office of Management and Budget Circular A-133.

d. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances.

a. The Subrecipient shall adhere to the requirements contained in PCTPA's annual Certification and Assurances (FHWA and FTA "State and Metropolitan Transportation Planning Process Self Certification") submitted as part of PCTPA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in PCTPA's OWP. Such requirements shall apply to the Subrecipient to the same extent as PCTPA and may include, but are not limited to:

- i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
- ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
- iii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).

b. The Subrecipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance, "including" Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in PCTPA's OWP. Such assurances shall apply to the Subrecipient to the same extent as PCTPA, and include but are not limited to the following areas:

- i. Authority of Applicant and its Representatives
- ii. Standard Assurances

- iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
- iv. Drug Free Work Place Agreement
- v. Intergovernmental Review Assurance
- vi. Nondiscrimination Assurance
- vii. Disadvantaged Business Enterprise (DBE) Assurance
- viii. Nondiscrimination on the Basis of Disability
- ix. Procurement Compliance Certification
- x. Certification and Assurance Required by the U.S. Office of Management and Budget.

c. Federal and State Lobbying Activities Certification.

i. By signing this Agreement, the Subrecipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

d. The Subrecipient shall further require its Contractor to comply with these Certifications. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

e. The Executive Director (or other designated, authorized signatory) of the Subrecipient shall sign an annual certifications and assurances form entitled "Affirmation of Subrecipient," which shall be provided to PCTPA separately at the time this Agreement and annual amendments to the Agreement are executed.

12. **Equal Employment Opportunity/Nondiscrimination.** In the performance of work undertaken pursuant to this Agreement, the Subrecipient for itself, its assignees and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Subrecipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government code sections reference above, are incorporated into this Agreement by reference and made a part hereof as set forth in full.

The Subrecipient shall give written notice of their obligations under this clause to the labor organizations with which they have collective bargaining or other labor agreements.

- a. **Sanctions for Noncompliance:** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, PCTPA shall impose such contract sanctions as its or the DOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
 - iii. **Incorporation of Provisions:** The Subrecipient shall include the provisions of this Section in every agreement with its Contractor.

The Subrecipient shall take such action with respect to any such agreement as PCTPA or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

RESOLUTION NO. 17-447

APPROVING A SUBRECIPIENT AGREEMENT BETWEEN PLACER COUNTY
TRANSPORTATION PLANNING AGENCY AND THE CITY OF ROSEVILLE,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED
FORMS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subrecipient agreement regarding the Dry Creek Greenway West Planning
and Feasibility Study, between Placer County Transportation Planning Agency and the City of
Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it and all
related forms 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

SUBRECIPIENT AGREEMENT

Between the

PLACER COUNTY TRANSPORTATION PLANNING AGENCY

and the

CITY OF ROSEVILLE

THIS AGREEMENT is entered into effective _____, between **City of Roseville**, a municipal corporation (hereinafter referred to as the Subrecipient) and the **Placer County Transportation Planning Agency**, a Regional Transportation Planning Agency created by statute (hereinafter referred to as PCTPA).

RECITALS

WHEREAS, PCTPA in cooperation with the Subrecipient has been awarded FTA Section 5304 Sustainable Communities Grant administered through the California Department of Transportation ("Caltrans"), to conduct the Dry Creek Greenway West Planning and Feasibility Study; and

WHEREAS, the Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, the Subrecipient is a Subrecipient of State and Federal planning funds programmed in PCTPA's annual Overall Work Program (OWP), administered by and through PCTPA. The PCTPA annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by PCTPA and its Subrecipients; and

WHEREAS, PCTPA and the Subrecipient intend to coordinate development of the annual PCTPA OWP, with final OWP approval by PCTPA; and

WHEREAS, PCTPA and the Subrecipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by Federal and State requirements; and

WHEREAS, PCTPA and the Subrecipient intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

WHEREAS, PCTPA and Subrecipient intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements; and

WHEREAS, PCTPA and the Subrecipient intend to improve accountability of persons carrying out the duties prescribed in this Agreement, and reduce delays associated with the billing process.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT

1. Agreement with the Subrecipient and Amendments. This Agreement constitutes an arrangement between the Subrecipient and PCTPA for the duration of the work, and may be amended by mutual written agreement.
 - a. This Agreement includes the "Subrecipient Scope of Work" (Exhibit A), "Subrecipient Budget" (Exhibit B), "Sample Subrecipient Invoice" (Exhibit C) hereinafter referred to as Exhibits A, B, and C respectively, attached hereto and incorporated herein by this reference.
 - b. This Agreement will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
 - c. Subrecipient agrees to follow, and to require its consultants to follow the "Subrecipient Scope of Work" in Exhibit A. If a substantive change to the identified "Subrecipient Scope of Work" is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the PCTPA's Project Manager, including the reasons for the requested change.
 - d. All work will be completed and this Agreement will expire on **June 30, 2019**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans.
 - e. PCTPA's maximum payment obligation to the Subrecipient is limited to **\$183,126** as awarded by the Caltrans FTA Section 5304 Sustainable Communities grant and is consistent with Exhibit B.
2. Scope of Subrecipient Responsibilities.
 - a. PCTPA shall engage the Subrecipient and the Subrecipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and in-kind match work, in accordance with the budget constraints described in Exhibit B as reflected in the adopted Overall Work Program.
 - b. In accordance with Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal

Awards” and state laws and procedures, Subrecipient contracts for work identified in Exhibit A under "Consultant Work" are required to be competitively procured consistent with the Caltrans Local Assistance Program Manual, Chapter 10. Subrecipient must also include the respective PCTPA project manager in selection processes for work identified in Exhibit A.

- c. The Subrecipient Project Manager shall coordinate all work described in the Exhibit A with the PCTPA Project Manager identified under each work element listed in Exhibit B. PCTPA shall not be obligated to make payments to the Subrecipient until the Subrecipient Project Manager has carried out the applicable responsibilities described herein and in compliance with Sections 6 through 8 of this Agreement.
 - d. Subrecipient shall establish an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as an Executive Committee, Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable Federal and State regulations cited herein.
- 3. Personnel. The Subrecipient shall hire personnel to perform the work described in Exhibit A, only in the following manner:
 - a. Subrecipient Personnel. The Subrecipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from PCTPA.
- 4. Materials to be Furnished to the Subrecipient.
 - a. PCTPA shall provide the Subrecipient with a right to use (without charge by PCTPA) information, data, reports, records and maps which are in possession of or readily available to PCTPA, for the purposes of carrying out work under this Agreement. However, PCTPA's proprietary information or otherwise confidential or privileged materials shall not be provided to the Subrecipient, unless authorized by PCTPA's legal counsel, except as provided under the Public Records Act and other state and federal laws.
 - b. At the option of PCTPA and if allowable under Federal and State grant requirements, PCTPA may procure equipment, software, or other materials for use by the Subrecipient, only for purposes of carrying out work described under this Agreement. The Subrecipient agrees to comply with all license agreements for software or other materials procured by PCTPA for use by the Subrecipient.

- c. All equipment, software, or other materials provided to the Subrecipient under this Agreement shall remain the property of PCTPA and shall be returned to PCTPA upon project completion.
- 5. Invoices and Progress Reports. In performing the work described in Exhibit A, the Subrecipient may incur only the costs authorized by Exhibit B. Said costs shall comply with Sections 8 and 9 below. The Subrecipient shall submit to PCTPA, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report with deliverables as identified in Exhibit A.
 - a. The Subrecipient shall submit the following relative to an Invoice:
 - i. An invoice with supporting documentation, including but not limited to cancelled checks and reports from the accounting system that support the costs claimed, in duplicate, in accordance with the "Sample Subrecipient Invoice", Exhibit C.
 - ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B; and
 - iii. Upon request of PCTPA, additional information or documentation to support the costs contained in the Invoice.
 - b. The Subrecipient shall submit an invoice to PCTPA, no later than forty-five (45) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B.
 - c. In the submittal of invoices the Subrecipient shall include two, double-sided copies of all deliverables to the assigned PCTPA Project Manager, in a commonly used electronic format or hard paper copy, as referenced in Section 9.
 - d. Year-end Invoices submitted in the fourth quarter and supporting documentation shall be received by PCTPA on or before July 31st of each fiscal year. Invoices received by PCTPA after July 31st for the preceding fiscal year shall not be paid.
 - e. Payment of Subrecipient Invoices is contingent upon receipt by PCTPA of the above documentation provided by the Subrecipient, consistent with this Sections 6 through 8. Payment to the Subrecipient is further contingent upon PCTPA's determination, that the performance of the Subrecipient meets federal, state and PCTPA standards. Subrecipient invoices shall be reviewed and submitted for payment by PCTPA within 30 days of receipt. No

expenses shall be denied without prior consultation with Subrecipient and a written explanation detailing the basis for the denial.

- f. Deadlines described in Sections 6 b-e may be waived if mutually agreed to by PCTPA and the Subrecipient.
- 6. The Subrecipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by PCTPA prior to submittal of the first Invoice from the Subrecipient.
- 7. Non-Federal Match. The Subrecipient shall provide the required Cash and/or In-Kind match in accordance with Exhibit B (Cash and/or In-Kind match work), along with Local Match Reports provided in a format consistent with Exhibit C. Local Match Reports may be provided to PCTPA by the Subrecipient and/or local public agency(ies) within the Subrecipient. However, it remains the responsibility of the Subrecipient to ensure PCTPA receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements below and the requirements described herein.
 - a. Cash Match Reports shall be submitted with invoices approved by the Subrecipient Executive Director or his/her designee. Cash Match Reports shall include the name of the Subrecipient, the applicable OWP Work Element, the amount of the match and the non-federal source of the matching funds and a statement that the source of funds are non-federal accompanied by an authorized signature of the Subrecipient providing the match.
 - b. In-Kind Match Reports shall be submitted with invoices approved by the Subrecipient Executive Director or his/her designee. In-Kind Match Reports shall include the following information: the name of the Subrecipient and/or local public agency within Subrecipient, applicable OWP number, description of services performed, period of the service performed, employee name, copies of timecards, actual pay rate, total hours worked, fringe benefit rate, indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 7 above), total cost incurred, and a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Subrecipient and/or local agency(ies) providing the match. The Subrecipient shall provide additional information or documentation relative to the Match Reports, upon request of PCTPA.
- 8. Cost Principles.
 - a. Subrecipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,

- b. Any costs for which the Subrecipient receives payment or credit that is determined by a subsequent audit or other review by either PCTPA, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 200, 48 CFR Chapter 1, Part 31; or 49 CFR, Part 18, shall be repaid by Subrecipient within thirty (30) days of the Subrecipient receiving notice of final audit findings.
 - c. All costs charged to this Agreement by the Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 9 a. of this Agreement.
 - d. All deliverables published under this agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Placer County Transportation Planning Agency. Additional financial assistance was provided by the California State Department of Transportation."
 - e. All deliverables produced under this agreement which include Subrecipient logos shall also include the PCTPA logo.
 - f. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.
9. Written and Electronic Versions of Work Products and Related Materials. The Subrecipient shall provide copies of all its deliverables created pursuant to the Scope of Work to PCTPA in an electronic format. Hard copies will also be provided upon PCTPA's request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon PCTPA's request.
- a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
 - b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical

format, location, quality, and state of replicating in which they appear in the hard copy versions.

- c. Materials in the electronic version shall be presented to PCTPA in a commonly used electronic format, including the native file.
- d. PCTPA shall be free to copyright material developed under this Agreement, to the extent allowable by law. The State and the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this Agreement for government purpose.

10. Records Retention and Audits.

- a. The Subrecipient shall maintain, and shall require that its Contractor maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual PCTPA OWP for a minimum of three (3) years from the date of final payment to Subrecipient or until audit resolution is achieved for each annual PCTPA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of PCTPA, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by PCTPA upon request at no cost to PCTPA.
- b. The Subrecipient shall establish and maintain, and shall require that its Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item which clearly identify reimbursable costs and other expenditures by OWP work elements.
- c. The Subrecipient agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Subrecipient in compliance with Office of Management and Budget Circular A-133.
- d. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances.

- a. The Subrecipient shall adhere to the requirements contained in PCTPA's annual Certification and Assurances (FHWA and FTA "State and Metropolitan Transportation Planning Process Self Certification") submitted as part of PCTPA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in PCTPA's OWP. Such requirements shall apply to the Subrecipient to the same extent as PCTPA and may include, but are not limited to:
 - i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - iii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. The Subrecipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in PCTPA's OWP. Such assurances shall apply to the Subrecipient to the same extent as PCTPA, and include but are not limited to the following areas:
 - i. Authority of Applicant and its Representatives
 - ii. Standard Assurances
 - iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - iv. Drug Free Work Place Agreement
 - v. Intergovernmental Review Assurance
 - vi. Nondiscrimination Assurance
 - vii. Disadvantaged Business Enterprise (DBE) Assurance
 - viii. Nondiscrimination on the Basis of Disability
 - ix. Procurement Compliance Certification
 - x. Certification and Assurance Required by the U.S. Office of Management and Budget.
- c. Federal and State Lobbying Activities Certification.
 - i. By signing this Agreement, the Subrecipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been

paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

d. The Subrecipient shall further require its Contractor to comply with these Certifications. The Subrecipient agrees to furnish documentation to PCTPA to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

e. The Executive Director (or other designated, authorized signatory) of the Subrecipient shall sign an annual certifications and assurances form entitled "Affirmation of Subrecipient," which shall be provided to PCTPA separately at the time this Agreement and annual amendments to the Agreement are executed.

12. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Subrecipient for itself, its assignees and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Subrecipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2,

Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government code sections reference above, are incorporated into this Agreement by reference and made a part hereof as set forth in full.

The Subrecipient shall give written notice of their obligations under this clause to the labor organizations with which they have collective bargaining or other labor agreements.

- a. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, PCTPA shall impose such contract sanctions as its or the DOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
 - iii. Incorporation of Provisions: The Subrecipient shall include the provisions of this Section in every agreement with its Contractor. The Subrecipient shall take such action with respect to any such agreement as PCTPA or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
13. Conflict of Interest. The Subrecipient and its officers, employees, and agents (including a Contractor) that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies, and applicable provisions of PCTPA's Conflict of Interest Policy.
14. Independent Contractor. The Subrecipient shall be independent contractors in the performance of this Agreement.
15. Disadvantaged Business Enterprise (DBE). It is the policy of PCTPA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of Agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

The Subrecipients and its employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any State or FHWA/FTA funds-assisted contract or in the administration of PCTPA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy PCTPA may deem appropriate.

16. Disputes. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, meditation or arbitration), the case shall be handled in Placer County, California.
 - a. Neither the pendency of a dispute nor its consideration by PCTPA or the State will excuse the Subrecipient from full and timely performance in accordance with the terms of this Agreement.
17. Hold Harmless.
 - a. Subrecipient shall defend, indemnify and hold PCTPA, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents or employees.
 - b. PCTPA shall defend, indemnify and hold Subrecipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PCTPA, its officers, agents or employees.
18. Noncompliance. In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this Agreement, this Agreement may be terminated.
19. Termination of Agreement.
 - a. Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the Agreement shall be returned to PCTPA at its option. The Subrecipient shall return at the option of PCTPA, all equipment, software, or other materials provided to the Subrecipient under this Agreement. If this Agreement is terminated by PCTPA, as provided herein, the Subrecipient shall be reimbursed for expenses incurred prior to the termination date, upon compliance with Section 6 through 8 of this Agreement.
 - b. Termination for Cause. If through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient violates any of the covenants, agreements, or stipulation

of this Agreement, PCTPA shall thereupon have the right to terminate the Agreement by giving not less than ten (10) calendar days written notice to the Subrecipient of the intent to terminate and specifying the effective date thereof. Said notice shall include a detailed description of the alleged violation and PCTPA shall provide a reasonable opportunity for the Subrecipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall be provided to PCTPA. At the option of PCTPA, the Subrecipient shall return all equipment, software, or other materials provided to the Subrecipient under this Agreement. The Subrecipient shall be entitled to receive compensation for all work completed in accordance with Exhibit A prior to the effective date of termination.

20. Environmental, Resource Conservation and Energy Requirements. The Subrecipient recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Subrecipient agrees to adhere to any such Federal and State requirements.
21. Notice. Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Celia McAdam, FAICP CTP
Executive Director
Placer County Transportation Planning Agency
299 Nevada Street
Auburn, CA 95603

Rob Jensen
City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

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 PCTPA has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

Placer County Transportation Planning
Agency, a Regional Transportation
Planning Agency created by statute

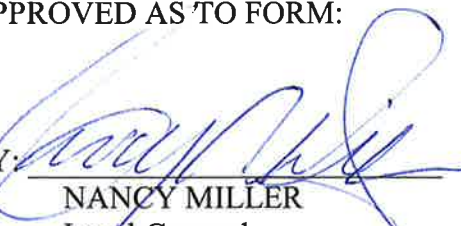
BY: _____
ROB JENSEN
City Manager

BY: 
CELIA McADAM
Executive Director

ATTEST:

APPROVED AS TO FORM:

BY: _____
SONIA OROZCO
City Clerk

BY: 
NANCY MILLER
Legal Counsel

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

Exhibit A - Scope of Work

Work Element: 77

Title: Dry Creek Greenway West Planning and Feasibility Study

Subrecipient: City of Roseville

Project Description: The Dry Creek Greenway West Planning and Feasibility Study will provide a conceptual planning foundation for the Dry Creek Greenway West Trail corridor. The study will be used to evaluate the feasibility of a 3-mile multi-use path between Cook-Riolo Road in Placer County and Riverside Avenue in the City of Roseville. This trail would close a gap in the existing Dry Creek watershed trail system. Adjacent land uses are varied and include the Creekview Middle School, residential neighborhoods including the low income Theiles Manor and Roseville Heights neighborhoods, commercial development, industrial uses, oak woodlands, and the Union Pacific Railyard. The City, in collaboration with Placer County and the Rails-to-Trails Conservancy, intends to gather public input through a Field-Walk, Key Stakeholder Meetings, two (2) Community Workshops, a Community Open House, a Roseville Transportation Commission Public Meeting, a West Placer County Municipal Advisory Council Workshop, a Placer County Parks Commission Public Meeting, a Placer County Board of Supervisors Meeting, a Roseville City Council Meeting, and Placer County Transportation Planning Agency Board Meeting. Public outreach will be tailored to meet the demographics of the surrounding neighborhoods. Upon completion of the proposed planning and feasibility study including development of a preferred trail alignment, the City of Roseville and Placer County would then be poised to begin environmental review and engineering, ultimately leading to construction of the trail.

Project Products: Planning and Feasibility Study

Tasks & Deliverables:

Task Number	Task	Deliverables	Due Date
1	<i>Project Initiation</i>		
1.1	Coordination & Meetings (Project Development Team and Technical Team)	Monthly Meeting Notes, Technical Team Meeting Notes & Sketches	Quarterly thru 1/3/19
1.2	Identify Existing Conditions	Draft Existing Conditions Report and Biological Constraints Report	12/28/17
1.3	Identify Preliminary Opportunities and Constraints	Preliminary Opportunities and Constraints Map	1/12/18
2	<i>Public Outreach</i>		
2.1	Public Outreach Development	Public Outreach materials, summary of outreach methods	11/3/2017
2.2	Stakeholder Database and Ongoing Public Communication	communication summary	2/19/19
2.3	Project Partners' Meetings & Field Walk	Meeting Notes, Field Walk Summary, Photos	7/18/18
2.4	Key Stakeholder Interviews	Interview Summaries	12/15/17
2.5	Community Workshops/ Online Engagement/ Open House	Presentation, Workshop Summaries, Photos, Draft Evaluation Criteria, Final Evaluation Criteria, Open House Summary	7/18/18
2.6	Public Agency Presentations		
2.6.1	Roseville Transportation Commission Public Meeting	Public Meeting Minutes	9/19/18
2.6.2	West Placer County Municipal Advisory Council Workshop	Workshop Summary	9/13/18
2.6.3	Placer County Parks Commission Public Meeting	Public Meeting Minutes	9/12/18

2.6.4	Placer County Board of Supervisors Meeting	Placer County Board of Supervisors Meeting Summary	2/12/19
2.6.5	Roseville City Council Review and Acceptance	Roseville City Council Meeting Minutes	2/6/19
2.6.6	Placer County Transportation Planning Agency Board Meeting	PCPTA Meeting Minutes	2/27/19
3	Planning & Feasibility Study		
3.1	Finalize Existing Conditions Report & Opportunity and Constraints	Final Existing Conditions Report and Opportunity and Constraints Map	3/9/18
3.2	Develop Alignment Alternatives & Conceptual Designs	Sketches, maps, and illustrations	6/8/18
3.3	Draft Planning & Feasibility Study	Draft Report	9/13/18
3.4	Identify Potential Funding Sources	Funding Source Report	11/14/18
3.5	Final Planning & Feasibility Study	Final Report	2/27/19

Exhibit B – Budget

Sub Recipient Budget for FTA 5304 Sustainable Communities Grant Fund

Work Element: 77

Title: Dry Creek Greenway West Planning and Feasibility Study

Subrecipient: City of Roseville

Task #	Consultant (Dokken Engineering)	Rails-to-Trails Conservancy	Total Cost	Grant Amount	Local Cash Match*		Local In-Kind Match
					for Grant funds	Additional	
1	<i>Project Initiation</i>						
1.1	Coordination & Meetings (Project Development Team and Technical Team)	\$3,060	\$29,159	\$23,986.36	\$3,117	\$2,055	
1.2	Identify Existing Conditions	\$0	\$23,776	\$19,558	\$2,542	\$1,676	
1.3	Identify Preliminary Opportunities and Constraints	\$0	\$16,323	\$13,427	\$1,745	\$1,150	
2	<i>Public Outreach</i>						
2.1	Public Outreach Development	\$2,100	\$9,472	\$7,792	\$1,013	\$668	
2.2	Stakeholder Database and Ongoing Public Communication	\$0	\$3,545	\$2,916	\$379	\$250	

2.3	Project Partners' Meetings & Field Walk	\$11,831	\$425	\$12,256	\$10,082	\$1,310	\$864	
2.4	Key Stakeholder Interviews	\$4,354	\$0	\$4,354	\$3,582	\$465	\$307	
2.5	Community Workshops/ Online Engagement/ Open House	\$39,211	\$6,625	\$45,836	\$37,705	\$4,900	\$3,231	
2.6	Public Agency Presentations							
2.6.1	Roseville Transportation Commission Public Meeting	\$1,549	\$0	\$1,549	\$1,274	\$166	\$109	
2.6.2	West Placer County Municipal Advisory Council Workshop	\$1,549	\$0	\$1,549	\$1,274	\$166	\$109	
2.6.3	Placer County Parks Commission Public Meeting	\$1,549	\$0	\$1,549	\$1,274	\$166	\$109	
2.6.4	Placer County Board of Supervisors Meeting	\$1,368	\$0	\$1,368	\$1,125	\$146	\$96	
2.6.5	Roseville City Council Review and Acceptance	\$1,368	\$0	\$1,368	\$1,125	\$146	\$96	

2.6.6	Placer County Transportation Planning Agency Board Meeting	\$1,368	\$0	\$1,368	\$1,125	\$146	\$96	
3	Planning & Feasibility Study							
3.1	Finalize Existing Conditions Report & Opportunity and Constraints	\$10,596	\$0	\$10,596	\$8,716	\$1,133	\$747	
3.2	Develop Alignment Alternatives & Conceptual Designs	\$15,006	\$0	\$15,006	\$12,344	\$1,604	\$1,058	
3.3	Draft Planning & Feasibility Study	\$17,830	\$4,175	\$22,005	\$18,101	\$2,353	\$1,551	
3.4	Identify Potential Funding Sources	\$3,822	\$1,475	\$5,297	\$4,357	\$566	\$373	
3.5	Final Planning & Feasibility Study	\$13,906	\$1,775	\$15,681	\$12,899	\$1,676	\$1,105	
	Subconsultant costs							
	RTC \$70/trip for transportation (8 total trips)		\$560	\$560	\$461	\$60	\$39	
Total		\$202,422	\$20,195	\$222,617	\$183,126	\$23,801	\$15,691	
Summary								
Total Cost identified in Dry Creek Greenway West Planning and Feasibility Study Grant (Grant Program: FTA 5304, Sustainable Communities)				\$212,500	\$188,126	\$24,374		

PTCPA breakdown of grant and match					\$5,000	\$574	
City breakdown of grant and match					\$183,126	\$23,801	
*City Local Cash Match is LTF/TDA funds.							

Exhibit C – Invoice

Work Element: 77

Title: Dry Creek Greenway West Planning and Feasibility Study

Subrecipient: City of Roseville

INVOICE

[DATE]

Claim Invoice #:

Grant ID #:

Project Name:

Project Number:

To: [AGENCY NAME]
[ADDRESS]

Attn: [CONTACT NAME]
Phone: [PHONE]

Reimbursement claimed pursuant to [AGENCY NAME] agreement to provide [GRANT PROGRAM NAME] grant funds to the City of Roseville, executed on [DATE] (COR Resolution No. [XX-XXX]).

	Construction
Participating Costs From:	[DATE]
To:	[DATE]
Total Costs in Period	\$ -
Less Non-Participating/Ineligible Costs	\$ -
Participating/Eligible Costs	\$ -
Reimbursement Ratio	%
Reimbursement Total	\$ -
TOTAL INVOICE	\$ -

I certify that the work covered by this invoice has been completed in accordance with the terms and conditions of the reimbursement agreement; the costs shown in this invoice are true, correct and in accordance with [GRANT PROGRAM AGENCY NAME] guidelines. The amount claimed is due and payable in accordance with the terms of the agreement.

Michael Dour, Alternative Transportation Manager

(916) 746-1304
Phone No.

Questions regarding this invoice please contact:

Elizabeth Haydu, Financial Analyst - Grants
Public Works/Alternative
Transportation

(916) 746-1302
Phone No.

Distribution: (1) Original to [REIMBURSING AGENCY]
(1) Copy retained in Local Agency Finance Department File
(1) Copy retained in Alternative Transportation Division
Project File

Attachments: Refer to Attachment Detail, Page 2
Attachment Detail: Amount

Attachment A.) General Ledger Detail Report [DATE-DATE]
Attachment B.) General Ledger Summary[DATE - DATE]
Attachment C.) Vendor Payment Documentation [DATE-DATE]

C.1.) [VENDOR NAME]
[INVOICE NUMBER] \$ -

C.1.) [VENDOR NAME]
[INVOICE NUMBER] \$ -

Total Vendor Invoice Payments \$ -

ORDINANCE NO. 5880

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 Greenway West Multi-Use Trail Planning & Feasibility Study per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$316,417.00.

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*: Jeannie Gandler

DEPARTMENT/DIVISION*: Public Works/Alternative Transportation

FISCAL YEAR/EFFECTIVE DATE*: 2018

PROPOSED COUNCIL DATE (if applicable): 10/04/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
316,417	90004	5101	441	189005	30	Dry Creek Greenway West Planning & Feas Study
\$ 316,417	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
183,126	00441	3751	441	189005	77	Dry Creek Greenway WEST Planning & Feas Study
133,291	00441	3706	441	189005	77	Dry Creek Greenway WEST Planning & Feas Study
\$ 316,417	TOTAL					

FINANCE USE	Approved:					
	<i>Val RPL</i>	<i>9/8/17</i>		<i>Kathy Cullen</i>	<i>9/8/17</i>	
	BUDGET MANAGER/DESIGNEE	DATE		Finance Director	Date	

Justification for Budget Adjustment*:

The City has been awarded, as a subrecipient to the Placer County Transportation Planning Agency (PCTPA), \$183,126 in Federal Transit Administration (FTA) Section 5304 funding to complete the Dry Creek Greenway WEST Planning & Feasibility Study. LTF \$'s will cover the balance of the project costs which include a required 11.47% match, estimated staff time and consultant contract costs.

Approved:		Approved:	
<i>[Signature]</i>	<i>10-2-2017</i>		
REQUESTING DEPARTMENT HEAD/DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8824

File #: 0800-02 & 0201-01

Title: Wastewater Interceptor Cleaning Project - Service Agreement and Budget Adjustment

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

Meeting Date: 10/18/2017

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt an ordinance approving a budget adjustment that will transfer \$140,000.00 from the Wastewater Rehabilitation Fund to the Wastewater Interceptor Cleaning Project (#163504); and,
2. Adopt a resolution authorizing the City Manager to award a service agreement with National Plant Services, Inc. for the Wastewater Interceptor Cleaning Project in the amount of \$208,401.50, and authorizing the Environmental Utilities Director, or his designee, to approve change orders by no more than 10% of the initial service agreement's not-to-exceed amount (\$20,840.15).

BACKGROUND

The Environmental Utilities Department Wastewater Division has determined the need to perform cleaning of specified critical sewer interceptors and siphons within the City's wastewater collection system. This determination was made based on an inspection and condition assessment of approximately 27,000 linear feet of 21-inch to 66-inch diameter sewer interceptor lines, conducted by National Plant Services (NPS) between October 2014 and April 2015. The NPS condition assessment report identified 18 interceptor segments and 2 siphons with a total length of approximately 5,600 linear feet that contain significant levels of deposits and debris. To prevent further buildup, and possible sanitary sewer overflows, NPS recommended that the designated interceptor lines and siphons be cleaned within 2-3 years from the completion of the condition assessment work.

In May 2017, a solicitation for proposals to conduct cleaning of the wastewater interceptors and siphons that were identified during the condition assessment work, was made by the Environmental Utilities Department (EUD). One proposal was received for the project from NPS. After reviewing the proposal, EUD staff found the cost of the proposed services to be appropriate and reasonable. A final scope of work was negotiated and included in the service agreement.

Project Work

Approximately 5,600 linear feet of 21-inch to 66-inch diameter sewer interceptors and siphons will be cleaned. Post cleaning inspections will be conducted by the Contractor using closed circuit television (CCTV) cameras and sonar profiling to confirm that each sewer main has been adequately cleaned. Debris removed from the sewer interceptors will be transported to the Dry Creek Wastewater Treatment Plant and temporarily stored in waste bins to undergo characterization testing for the potential presence of hazardous materials. Once characterized, the debris will be hauled to an appropriate disposal facility.

Public Outreach

There will be very limited impacts to the public because the majority of the work will be focused along sewer interceptors that are located outside of publicly traveled routes. A 120 feet section of sewer slated for cleaning is located along Foothills Boulevard. City staff will coordinate with the Contractor to implement the proper traffic control measures and will notify Public Works outreach staff as well as the City Police and Fire Departments of the work location and timeframe.

FISCAL IMPACT

The total cost of cleaning services under this contract is \$208,401.50. An estimated total project budget of \$115,000.00 was approved with the Fiscal year 17-18 budget to pay for cleaning services and staff labor costs anticipated to complete the project. At the time of project budgeting, staff did not have sufficient information to accurately estimate testing and potential hazardous waste hauling and disposal costs associated with the proposed work scope. The proposal from NPS provided more accurate costs for these services. EUD staff is therefore requesting the City Council approve a budget adjustment for an additional \$140,000.00 in Wastewater Rehabilitation funds to pay total anticipated project costs including cleaning services, waste testing and disposal costs of \$208,401.50. The adjusted budget also includes an allowance for project change orders not to exceed 10% of the total contract price (\$20,840.10) and EUD staff labor costs. If this additional funding is not approved, the construction contract could not be completely paid and therefore should not be awarded.

The total project budget of \$255,000.00 will be funded by the Wastewater Rehabilitation Fund and South Placer Wastewater Authority (SPWA) partner agencies. Sufficient funds are available within the Wastewater Rehabilitation Fund to fully pay project costs. Roseville and the SPWA partners jointly share in project costs for the sewer interceptors and siphons included in this work scope. Roseville's cost share is 63.08%.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will create up to 10 temporary construction jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the repair/maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5879

Budget Adjustment

Resolution No. 17-440

Service Agreement

ORDINANCE NO. 5879

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 Wastewater Interceptor Cleaning project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$140,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information](#)

REQUESTER*: Edward Winston



DEPARTMENT/DIVISION*: Environmental Utilities/Technical Services

FISCAL YEAR/EFFECTIVE DATE*: 2018 / 10/04/2017

PROPOSED COUNCIL DATE (if applicable): 10/04/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
140,000	30503	6130	474	163504	45	Wastewater Interceptor Cleaning Project
\$ 140,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
88,312			474			Wastewater-Available Resources
51,688	00474	3790	474	163504	79	SPWA Partners Share
\$ 140,000	TOTAL					

FINANCE USE	Approved:					
	 BUDGET MANAGER/DESIGNEE	8/30/17 DATE	 Finance Director	8/30/17 Date		

Justification for Budget Adjustment*:

Additional funds required to fully fund service agreement (based on final negotiated costs for work scope), and EUD secondary labor costs associated with the Wastewater Interceptor Cleaning Project. Regional SPWA Partners (SPMUD and Placer County) will reimburse approximately 37% of project costs to the City.

Approved:		Approved:	
 REQUESTING DEPARTMENT HEAD / DESIGNEE	9/22/17 DATE	CITY MANAGER	DATE

RESOLUTION NO. 17-440

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

WHEREAS, a Service Agreement (S1808219) for the Wastewater Interceptor Cleaning project, between the City of Roseville and National Plant Services, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Environmental Utilities Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1808219**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1816305 DATE: 8/31/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40369
Telephone No.: 800-445-3614 Fax: 510-291-3142
Email address: mbeason@nationalplant.com
Contractor: NATIONAL PLANT SERVICES, INC.
ATTN: MICHELLE BEASON
1461 HARBOR AVENUE
LONG BEACH, CA 90813

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 30503-6130/163504-45

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	ED WINSTON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #08-026 and contractor's proposal thereto titled Wastewater Interceptor Cleaning Project dated 6/23/17 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #08-026 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Ed Winston at 916-774-5566 for questions regarding this contract.

Total Cost of Service: \$ **208,401.50**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 00836737 Contractor License No.: 351503 DIR Registration No.: 1000002703

☒ **SOLE PROPRIETOR**

☐ **PARTNERSHIP**

☒ **CORPORATION**

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By:

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,265 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

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

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

<input type="checkbox"/> Construction General Liability: \$2 Million/occurrence \$4 Million aggregate	<input type="checkbox"/> Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	<input type="checkbox"/> Chemical/Environmental General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
<input type="checkbox"/> IT Services Professional Liability: \$1 Million/occurrence No auto required	<input type="checkbox"/> Professional Consultant Professional Liability: \$1 Million/occurrence	<input type="checkbox"/> Hazardous Materials Pollution Liability: \$1 Million/occurrence
<input type="checkbox"/> Special Events/Caterers-Vendors No auto required No workers' comp required	<input type="checkbox"/> Professional Counseling/Psychological Professional Liability: \$1 Million/occurrence No auto required	<input type="checkbox"/> Pyrotechnics General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



COUNCIL COMMUNICATION

CC #: 8814
File #: 0201-01

Title: Buckle Up Baby Program - Budget Adjustment
Contact: Natalie Rickman 916-774-5897 nrickman@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a budget adjustment to move \$20,000.00 from the special fund (Buckle Up Baby) to the Fire and Life Safety Temporary Salaries account for the Fiscal Year 2017-18. This adjustment will cover the cost of salaries for the temporary part-time employee who administers the Buckle Up Baby program.

BACKGROUND

The 2017-18 budget saw a reduction in the dollar amount for the Fire and Life Safety temporary salaries account. This requested transfer of funds will allow for the programs to continue this fiscal year with no impact to services to the community. Staff will look for potential funding sources for the programs moving forward.

FISCAL IMPACT

This transfer of funds has no impact on the General Fund balance, as the requested transfer is from a special fund (Buckle Up Baby) to the Fire and Life Safety temporary salaries account.

ECONOMIC DEVELOPMENT / JOBS CREATED

The transfer of funds creates no new positions, however it does allow the department to continue to fund the salaries for a temporary/part time position.

ENVIRONMENTAL REVIEW

This 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,

Natalie Rickman, Administrative Assistant

Rick Bartee, Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5877

Request for Budget Adjustment

ORDINANCE NO. 5877

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 Buckle Up Baby program per request of the Fire Department, as listed on the attached Request for Budget Adjustment in the amount of \$24,419.00.

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*: Katrina Rostam/Jason Rizzi

DEPARTMENT/DIVISION*: Fire and Life Safety/Fire Department

FISCAL YEAR/EFFECTIVE DATE*: 2017-2018

PROPOSED COUNCIL DATE (if applicable): 10/18/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
524	00614	5215	614			Minor Tools and Equipment
800	00614	5998	614			Miscellaneous
23,095	00614	4300	614			Temporary Salaries
\$ 24,419	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
3,000	00614	5500	614			Training
21,419			614			Available Fund Balance
\$ 24,419	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	9/22/17	<i>Don W. Luff</i> 9/22/17
	BUDGET MANAGER/AGREEE	DATE	Finance Director, DATE

Justification for Budget Adjustment*:

The Fire Department is requesting a budget adjustment to increase total expenditures for Buckle-Up Baby program. This will provide full funding for temporary salaries for the remainder of FY2017-2018 to the similar levels used in FY2016-2017.

Approved:		Approved:	
<i>Paul R...</i>	9-25-17		
REQUESTING DEPARTMENT HEAD / INCHARGE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8829

File #: 0502

Title: Second Reading - Campaign Finance Ordinance Amendments

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

Meeting Date: 10/18/2017

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Adopt ORDINANCE NO. 5878 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SUBSECTION 2.60.040(C), SUBSECTIONS 2.60.065(C) AND (D), SECTION 2.60.070, SECTION 2.60.075, SECTION 2.60.080, AND SECTION 2.60.090 OF CHAPTER 2.60, AMENDING SUBSECTION 2.80.040(B)(4), SECTION 2.80.070, SECTION 2.80.080, AND SECTION 2.80.090 OF CHAPTER 2.80, AND AMENDING SECTION 2.90.010 OF CHAPTER 2.90 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CAMPAIGN FINANCE DISCLOSURE.

BACKGROUND

Roseville's current campaign finance ordinance was adopted in March of 2000. Only minor modifications have been made to the ordinance which has been in existence for 17 years. Past candidates and previous elected officials who have run campaigns under the current regulations have expressed frustration over the excessive amount of simultaneous reporting required by both the City, and the Fair Political Practices Commission (FPPC). City required monthly reporting frequently overlaps with FPPC reporting causing confusion as the contribution and expenditure amounts differ from one report to the other report filed within similar timeframes. The amount of reporting also creates a large workload for City Clerk staff. The recommended changes in reporting requirements are proposed for the sake of consistency and clarity. The changes proposed will continue to provide full disclosure. The original intent of campaign reform was to establish contribution and expenditure limits to curb campaign spending, not to impose excessive reporting requirements. The proposed changes will reduce the amount of reports during the nine month election cycle from seventeen reports to six comprehensive reports.

Proposed changes include:

1. **Chapter 2.60, Section 2.60.040 (C) Definitions:** Adds text outlining the election campaign period for recall elections. The text stipulates in the case of a recall election, the campaign period shall commence on the date a notice of intent to circulate a recall petition is served on an official, and ends two months after the recall election.

2 . **Chapter 2.60, Section 2.60.065 (C)(D) Mandatory Contribution Limits:** Deletes text regarding an unnecessary form and deletes text that an excess contribution and the date of its return shall be reported on forms prepared and supplied by the City Clerk. The City Clerk is not involved in individual accounting activities of a candidate or a committee. The check or contribution should be returned by the candidate or committee, and report of such should occur during the next reporting deadline on a FPPC Form 470 or FPPC Form 460.

3 . **Chapter 2.60, Section 2.60.070 (A)(B.1)(B.2)(C)(D)(E) Reporting Campaign Contributions and Expenditures:** Deletes current text of subsection A. which reads as follows: In addition to those campaign contribution reports required by the Political Reform Act of 1974, as amended, each candidate and each controlled committee shall file with the City Clerk.

Subsection A. is replaced as follows: The Political Reform Act of 1974, and the California Government Code provide for various campaign reports to be filed on dates determined by the Fair Political Practices Commission (FPPC). In addition to the reports required by the FPPC, Roseville candidates will be required to file reports no later than April 5 for the period of February 1 to March 31 and June 5 for the period covering April 1 to May 31 during the election period.

All candidates appearing on the ballot, their controlled committees, and committees primarily formed to support or oppose an elected official, candidate, or a measure shall file the applicable Pre-Election and Post-Election reports specified in Section 84200, et al, of the California Government Code, and file reports required by the City of Roseville as prescribed in Section B below:

Subsection B.1. is replaced as follows:

For General Elections, Pre-Election and Post-Election reports shall be filed as follows:

- a) April 5 for the period of February 1 to March 31
- b) June 5 for the period of April 1 to May 31
- c) July 31 for the period of January 1 to June 30 (Semi-Annual)
- d) For the period ending 45 days before the election and filed no later than 40 days before the election (1st Pre-Election)
- e) For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd Pre-Election)
File by personal delivery or guaranteed overnight service or on-line required
- f) January 31 for the period from 2nd Pre-Election deadline to December 31 (Semi-Annual)
- g) Reports shall be filed with the City Clerk by the 5:00 p.m. deadline

Subsection B.2. is replaced as follows:

For Special or Recall Elections, Pre-Election and Post-Election reports shall be filed as follows:

- a) April 5 for the period of February 1 to March 31
- b) June 5 for the period of April 1 to May 31
- c) July 31 for the period of January 1 to June 30 (Semi-Annual)
- d) For the period ending 45 days before the election and filed no later than 40 days before the election (1st Pre-Election)
- e) For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd Pre-Election)
File by personal delivery or guaranteed overnight service or on-line required
- f) 60 days after the special election
- g) January 31 for the period from 2nd Pre-Election deadline to December 31 (Semi-Annual)

h) Reports shall be filed with the City Clerk by the 5:00 p.m. deadline

C. The period covered by any report begins on the day after the closing date of the last report filed. Dates for the 1st Pre-Election and 2nd Pre-Election will vary depending on the yearly election date.

D. In addition to the campaign reports required by Sections 84200 and 8.4200.5 of the California Government Code, all candidates and committees shall file the following special reports:

- a) Late contribution reports (within 24 hours of receipt)
- b) Late independent expenditure reports, when required by Section 84204 of the California Government Code

E. All reports required by this section shall be filed on forms supplied by the FPPC, from the City Clerk, or via the City of Roseville electronic campaign filing portal. The contributions and expenditures listed on required reports shall be cumulative for each election.

It shall be the duty of the candidate, their treasurer, and principal officer of any committee, to maintain such detailed accounts, records, bills, copies of checks and receipts that are necessary to prepare the campaign statements required by this chapter and the Political Reform Act. Such records shall also be maintained and retained by committees primarily formed to support or oppose an elected official, candidate, or a measure pursuant to the provisions of the Political Reform Act and regulations promulgated by the FPPC.

4. **Chapter 2.60, Section 2.60.075 Late Filing Fees:** Deletes the text below for clarity as the paragraph already calls for a \$25.00 per day penalty for reports filed after the deadline and the subsections called out below have been modified.

Paragraph Deleted: Except that any person who files a report required pursuant to Section 2.60.070(B)(1)(b) or Section 2.60.070(B)(2)(b) after the deadline imposed by that section shall, in addition to any other penalties or remedies established by this chapter, be liable in the amount of \$250.00 per day after the deadline until the report is filed.

Paragraph shall be further modified to delete a subsection no longer applicable due to modification of the filing table and deals with liability thereby giving the filing officer the determination, on an impartial basis, to waive a penalty if enforcing the liability will not further the purposes of the chapter.

5 . **Chapter 2.60, Section 2.60.080 (A)(B) Publication of Contributors:** Deletes the text requiring report publication in the newspaper and calls out a new process for the City Clerk to publish and make available for review on the city website, all reports filed listing contributions and expenditures.

6 . **Chapter 2.60, Section 2.60.090 Violation Unlawful:** Corrects the spelling of wilfully to willfully.

7 . **Chapter 2.80, Section 2.80.040 (B)(4) Definitions:** Modifies the dollar amount of a cost of an event held in honor or behalf of a recipient or committee from \$200.00 to \$475.00 in order to be consistent with Chapter 2.60, Section 2.60.040(4) which outlines the event shall not be considered a contribution as long as the cost does not exceed \$475.00 and when the event is not held for the purpose of obtaining contributions.

8 . **Chapter 2.80, Section 2.80.070 (A)(1)(2)(B)(C) Report of Contributions Received:** Deletes the word "list" throughout the sections and replaces it with the word "report(s)". Changes the reporting deadlines throughout the sections from 12 noon to 5:00 p.m. to be consistent with reporting deadlines in Chapter 2.60, and adds the same reporting dates as Chapter 2.60.

9 . **Chapter 2.80, Section 2.80.080 (A)(B) Publication of Ballot Measure Contributors:** Deletes the text requiring report publication in the newspaper and calls out a new process for the City Clerk to publish and make available for review on the city website, all reports filed listing contributions and expenditures (Consistent with Chapter 2.60, Section 2.60.080).

10 . **Chapter 2.80, Section 2.80.090 Violation Unlawful:** Corrects the spelling of wilfully to willfully.

11 . **Chapter 2.90, Section 2.90.010 Maximum Voluntary Campaign Expenditures:** Changes posting requirements for certification of registered voters by the California Secretary of State on the first day of the campaign period from three places within the city, to one public place within the city and posted on the City Clerk Internet web site.

FISCAL IMPACT

Proposed amendments provide a cost savings of \$9,000.00 per election year by eliminating report publishing of contributions and expenditures in the newspaper.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs are created as a result of this action.

ENVIRONMENTAL REVIEW

Municipal Code amendments regarding Campaign Regulations 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,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5878

ORDINANCE NO. 5878

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SUBSECTION 2.60.040(C), SUBSECTIONS 2.60.065(C) AND (D), SECTION 2.60.070,
SECTION 2.60.075, SECTION 2.60.080, AND SECTION 2.60.090 OF CHAPTER 2.60,
AMENDING SUBSECTION 2.80.040(B)(4), SECTION 2.80.070, SECTION 2.80.080,
AND SECTION 2.80.090 OF CHAPTER 2.80, AND AMENDING SECTION 2.90.010 OF
CHAPTER 2.90 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING
CAMPAIGN FINANCE DISCLOSURE

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THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Subsection 2.60.040(C) of Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.040 Definitions.

C. "Campaign period" for general election means the period from a point nine months prior to the general election for any elective city office, until the December 31st immediately following such general election. "Campaign period" for a special election means the period from the date the city council calls for special election until two months after the special election. In the case of a recall election, the "campaign period" shall commence on the date a notice of intent to circulate a recall petition is served on the city clerk until two months after the recall election. Except as provided in Section 2.60.065(E) below, no candidate shall retain or expend any contribution received outside of the campaign period for any election in which he or she is a candidate.

SECTION 2. Subsections 2.60.065(C) and (D) of Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code are hereby amended to read as follows:

2.60.065 Mandatory contribution limits.

C. Candidates or controlled committees who agree to limit their campaign expenditures pursuant to Section 2.90.010 may retain no more than \$500.00 in cumulative contributions per campaign period from any single contributor. Any amount in excess of \$500.00 received from any single contributor shall be returned to the contributor within 15 business days of the candidate's or controlled committee's receipt of the excess contribution.

D. Candidates or controlled committees who do not agree to limit their campaign expenditures pursuant to Section 2.90.010 may retain no more than \$250.00 in cumulative contributions per campaign period from any single contributor. Any amount in excess of \$250.00 received from any single contributor by any candidate or controlled committee who did not agree to limit their campaign expenditures shall be returned within 15 business days of the candidate's or controlled committee's receipt of the excess contribution.

SECTION 3. Section 2.60.070 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.070 Reporting campaign contributions and expenditures.

A. The Political Reform Act of 1974, and the California Government Code, provide for various campaign reports to be filed on dates determined by the Fair Political Practices Commission (FPPC). In addition to the reports required by the FPPC, Roseville candidates will be required to file reports no later than April 5 for the period of February 1 to March 31 and June 5 for the period of April 1 to May 31 during the election period.

All candidates appearing on the ballot, their controlled committees, and committees primarily formed to support or oppose an elected official, candidate, or a measure shall file the applicable pre-election and post-election reports specified in Section 84200 et seq. of the California Government Code and file reports required by the City of Roseville as prescribed in subsection (B)(1) of this section. Reports shall be filed with the city clerk as follows:

1. A report of all contributors who have made a contribution or contributions to the candidate or controlled committee in the cumulative amount of \$100.00 or more since the last report. The list shall include the name, address, occupation, and employer of each contributor, and the dollar amount of each contribution or contributions.

2. A report of all expenditures made by the candidate or controlled committee to each person who received the cumulative amount of \$100.00 or more since the last report. The report shall include the name, and street address of each recipient, as well as the amount of each expenditure and a brief description of the consideration for which each expenditure was made.

B. Reporting Deadlines.

1. For general elections, pre-election and post-election reports shall be filed as follows:

- a. April 5 for the period of February 1 to March 31.
- b. June 5 for the period of April 1 to May 31.
- c. July 31 for the period of January 1 to June 30 (semi-annual).
- d. For the period ending 45 days before the election and filed no later than 40 days before the election covering period July 1 to deadline (1st pre-election).
- e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.
- f. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).
- g. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

2. For special or recall elections, pre-election and post-election reports shall be filed as follows:

- a. April 5 for the period of February 1 to March 31.
- b. June 5 for the period of April 1 to May 31.
- c. July 31 for the period of January 1 to June 30 (semi-annual).

d. For the period ending 45 days before the election and filed no later than 40 days before the election (1st pre-election).

e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.

f. 60th day after the special election.

g. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).

h. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

C. The period covered by any report begins on the day after the closing date of the last report filed. Dates for the 1st pre-election and 2nd pre-election reports will vary depending on the yearly election date.

D. In addition to the campaign reports required by Sections 84200 and 84200.5 of the California Government Code, all candidates and committees shall file the following special reports (if applicable):

1. Late contribution reports (within 24 hours of receipt).

2. Late independent expenditure reports, when required by Section 84204 of the California Government Code.

E. All reports required by this section shall be filed on forms supplied by the FPPC, the city clerk or via the City of Roseville electronic campaign filing portal. The contributions and expenditures listed on required reports shall be cumulative for each election.

F. It shall be the duty of the candidate, their treasurer, and principal officer of any committee, to maintain such detailed accounts, records, bills, copies of checks, and receipts that are necessary to prepare the campaign statements required by this chapter and the Political Reform Act. Such records shall also be maintained and retained by committees primarily formed to support or oppose an elected officer, candidate, or a measure pursuant to the provisions of the Political Reform Act and regulations promulgated by the FPPC.

SECTION 4. Section 2.60.075 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.075 Late filing fees.

Any person who files a report required pursuant to Section 2.60.070 after the deadline imposed by that section shall, in addition to any other penalties or remedies established by this chapter and the Political Reform Act, be liable in the amount of \$25.00 per day after the deadline until the report is filed.

Liability need not be enforced by the filing officer if he or she determines on an impartial basis that the late filing was not willful and that enforcing liability will not further the purposes of this chapter. Liability shall not be waived for any report required pursuant to Sections 2.60.070(B)(1) or (B)(2) filed more than 5 days after the filing officer has sent specific written notice of the requirement. Liability shall not be waived for any other report

required by Section 2.60.070, if filed more than 10 days after the filing officer has given specific written notice of the filing requirement.

SECTION 5. Section 2.60.080 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.080 Publication of contributors.

The city clerk shall cause all reports submitted in accordance with the provisions of Sections 2.60.070(B)(1) and (B)(2) to be made available for review on the city website within two weeks of submittal.

SECTION 6. Section 2.60.090 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.090 Violation unlawful.

Any person who knowingly or willfully violates any provision of this chapter is guilty of a misdemeanor.

SECTION 7. Subsection 2.80.040(B)(4) of Section 2.80.040 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.040(B) Definitions.

4. Contribution shall not include the cost of an event held in honor or behalf of a recipient or committee when the total cost of the event amounts to no more than \$475.00 and when the event is not held for the purpose of obtaining contributions to the committee.

SECTION 8. Section 2.80.070 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.070 Report of contributions received.

A. The Political Reform Act of 1974, and the California Government Code, provide for various campaign reports to be filed on dates determined by the Fair Political Practices Commission (FPPC). In addition to the reports required by the FPPC, Roseville ballot measure committees will be required to file reports no later than April 5 for the period of February 1 to March 31 and June 5 for the period of April 1 to May 31 during the election period.

All ballot measure committees, their controlled committees, and committees primarily formed to support or oppose an elected official, candidate, or a measure shall file the applicable pre-election and post-election reports specified in Section 84200 et seq. of the California Government Code and file reports required by the City of Roseville as prescribed in subsection (B)(1) of this section. Reports shall be filed with the city clerk as follows:

1. A report of all contributors who have made a contribution or contributions to the ballot measure committee or controlled committee in the cumulative amount of \$100.00 or more since the last report. The list shall include the name, address, occupation, and employer of each contributor, and the dollar amount of each contribution or contributions.

2. A report of all expenditures made by the ballot measure committee or controlled committee to each person who received the cumulative amount of \$100.00 or more since the last report. The report shall include the name, and street address of each recipient, as well as the amount of each expenditure and a brief description of the consideration for which each expenditure was made.

B. Reporting Deadlines.

1. For general elections, pre-election and post-election reports shall be filed as follows:

a. April 5 for the period of February 1 to March 31.

b. June 5 for the period of April 1 to May 31.

c. July 31 for the period of January 1 to June 30 (semi-annual).

d. For the period ending 45 days before the election and filed no later than 40 days before the election covering period July 1 to deadline (1st pre-election).

e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.

f. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).

g. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

2. For special or recall elections, pre-election and post-election reports shall be filed as follows:

a. April 5 for the period of February 1 to March 31.

b. June 5 for the period of April 1 to May 31.

c. July 31 for the period of January 1 to June 30 (semi-annual).

d. For the period ending 45 days before the election and filed no later than 40 days before the election (1st pre-election).

e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line. f. 60th day after the special election.

g. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).

h. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

C. The period covered by any report begins on the day after the closing date of the last report filed. Dates for the 1st pre-election and 2nd pre-election reports will vary depending on the yearly election date.

D. In addition to the campaign reports required by Sections 84200 and 84200.5 of the California Government Code, all ballot measure committees shall file the following special reports (if applicable):

1. Late contribution reports (within 24 hours of receipt).
2. Late independent expenditure reports, when required by Section 84204 of the California Government Code.

E. All reports required by this section shall be filed on forms supplied by the FPPC, the city clerk or via the City of Roseville electronic campaign filing portal. The contributions and expenditures listed on required reports shall be cumulative for each election.

F. It shall be the duty of the ballot measure committee, their treasurer, and principal officer of any committee, to maintain such detailed accounts, records, bills, copies of checks, and receipts that are necessary to prepare the campaign statements required by this chapter and the Political Reform Act. Such records shall also be maintained and retained by committees primarily formed to support or oppose an elected officer, candidate, or a measure pursuant to the provisions of the Political Reform Act and regulations promulgated by the FPPC.

SECTION 9. Section 2.80.080 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.080 Publication of ballot measure contributors.

The city clerk shall cause all reports submitted in accordance with the provisions of subsections (B)(1) and (B)(2) of Section 2.80.070, to be made available for review on the city website within two week of submittal.

SECTION 10. Section 2.80.090 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.090 Violation unlawful.

Any person who knowingly or willfully violates any provision of this chapter is guilty of a misdemeanor.

SECTION 11. Section 2.90.010 of Chapter 2.90 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.90.010 Maximum voluntary campaign expenditures.

No candidate or controlled committee who voluntarily accepts expenditure ceilings shall make campaign expenditures in excess of an amount equal to \$1.50 per registered voter of the City of Roseville. The number of registered voters for such calculation shall be determined by the city clerk from the last available certification of registered voters by the California Secretary of State on the first day of the campaign period. Such determination by the city clerk shall be posted in one public place within the city and posted on the official city Internet web site.

SECTION 12. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 13. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three conspicuous locations in the City and shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of September, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK



COUNCIL COMMUNICATION

CC #: 8832
File #: 0600-02

Title: Out of State Travel - Fire Department
Contact: Greg James 916-774-5806 gjames@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve out-of-state travel for Fire Captain Kevin Cullison to attend the "Enhanced PPE Functionality for CBRN Critical Incident Response" seminar in Elkton, Maryland at Gore's Elk Mills production plant November 1-3, 2017. This course is necessary for work related to FEMA's national USAR System and applicable to Hazmat and Rescue response in Roseville. Total cost to the department is approximately \$1,062.00. Funds for this training are available in this fiscal year's budget.

BACKGROUND

The Roseville Fire Department contributes personnel to CA Task Force 7 Urban Search and Rescue Team (USAR CATF7). This is one of 28 FEMA Urban Search and Rescue Teams in the country, and one of eight in California. These teams have the highest level of training and equipment for locating and rescuing victims of national and international catastrophes, including earthquakes, hurricanes, floods, tornados, terrorist events, and building collapses. Participation with CA TF7 has expanded the partnerships and training opportunities available to Roseville Fire, and increased the technical expertise Roseville Fire is able to offer to the citizens and businesses of Roseville on a daily basis. When the team is activated, 76 members with various technical specialties are deployed. These specialties include rescue specialists, structural engineers, doctors and medical specialists, search specialists with dog handlers, and hazardous materials specialists. Captain Kevin Cullison, with Roseville Fire, is one of the managers of this team and is one of nine members of FEMA's USAR National Advisory Group for Hazmat recommending equipment and response capabilities and tactics. FEMA has requested he attend the "Enhanced PPE Functionality for CBRN Critical Incident Response" seminar in Elkton, Maryland at Gore's Elk Mills production plant November 1-3, 2017. Information and training from this seminar will be used to aid in specifying and procuring personal protective equipment (PPE) used in tactical, terrorism, and USAR responses nationally as well as in California and locally in Roseville.

FISCAL IMPACT

Cost to the City of Roseville will be approximately:

Personnel costs for 1 Fire Department Member	\$1,062.00
Per Diem	\$0
Total Approximate Costs	<u>\$1,062.00</u>

The expense will be drawn from funds already allocated in the department's current fiscal year budget.

Costs Covered by FEMA and Gore

Tuition, Travel, Per Diem, Lodging, Release time \$ 4,053.00

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,

Greg James, Assistant Fire Chief - Operations

Rick Bartee, Fire Chief



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8827
File #: 0600-02

Title: Out of State Travel - Electric Department - Change
Contact: Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a change of out-of-state travel from Wisconsin to Florida, to allow Electric Drafting Technician, Randy Long, to attend the Principles of Substation Design & Construction training class offered by the University of Wisconsin. The estimated total cost of the training and travel of \$3,500.00 is included in Roseville Electric Utility's fiscal year 2018 approved budget.

BACKGROUND

Principles of Substation Design & Construction is a training course provided by University of Wisconsin Department of Engineering Professional Development. This training will provide Electric Drafting Technician, Randy Long, an opportunity to learn the process of substation design and the key factors that go into the design and construction on electric substations. The University of Wisconsin Department of Engineering Professional Development is the premier continuing education program in the electric utility industry. Roseville Electric has sent a number of professionals to various courses offered by University of Wisconsin with exceptional results. This will benefit the City by equipping more people in the Roseville Electric Utility with the knowledge of the principles of substation design and construction. The class is typically offered two times per year, October & February. The originally scheduled October offering of this course in Wisconsin is full and seats for the February offering in Florida are still available.

FISCAL IMPACT

The estimated total cost of \$3,500.00 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

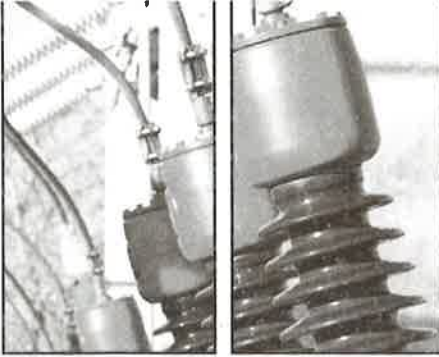


Rob Jensen, City Manager

ATTACHMENTS:

Description

Training Class Overview



Principles of Substation Design and Construction

October 16 – 18, 2017 • Madison, Wisconsin
February 5 – 7, 2018 • Lake Buena Vista, Florida

A Comprehensive Introduction to Substation Design

This introductory course in design fundamentals will guide you through a step-by-step study of the substation design and construction process. You will consider all phases, from initial site review and selection to substation start-up and commissioning.

What You Will Study

Starting from the initial project scope document, you will learn about:

- The project scope document and what it should contain
- Foundation, structure and ground grid design
- Substation layout and bus design
- Protective relaying and control basics
- Trip schematics and wiring diagrams
- Site and structure drawings
- Function and ratings of major substation equipment
- Auxiliary equipment and systems
- Working with the project manager
- Managing environmental and permitting issues
- Dealing effectively with the public

Learn Important Project Management Issues

You may either work with a project manager on your substation design projects or be asked to manage a substation design and construction project yourself. Attend this course and learn how to keep a substation project on time and on budget.

Who Should Attend

- Substation design engineers
- Consulting engineers
- Industrial, utility or plant engineers
- Transmission and distribution line design engineers and technicians
- Project managers
- Construction supervisors
- Engineering technicians
- Managers of design engineering departments
- Electric utility engineers involved in distribution engineering, operations or planning

If you are involved in the design, construction or operation of medium- or high-voltage substations and distribution facilities, you will benefit from this course. Individuals recently assigned to a position in substation design will find this course especially valuable.

References

You will receive extensive course materials that will serve as valuable references in your work.

Bring a Calculator for Classroom Exercises

Classroom problem-solving sessions will give you the opportunity to apply your new skills and reinforce your learning. Bring a calculator that can add, subtract, multiply, divide and calculate square roots.

Earn Continuing Education Credit

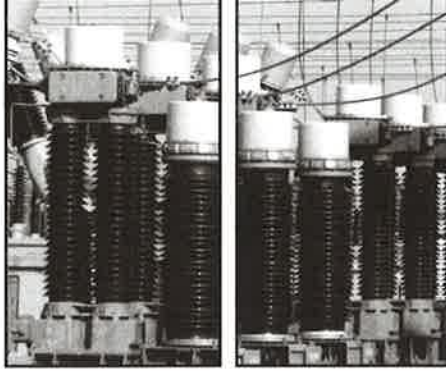
By participating in this course, you will earn 20 Professional Development Hours (PDH) or 2.0 Continuing Education Units (CEU).

Instructor Information

Kevin Borgmeyer, PE, is Manager of Substation Engineering at Alliant Energy in Madison, Wisconsin. He has been with Alliant Energy for more than 30 years, during which he has worked in a variety of engineering management positions. Kevin has experience as a transmission and substation engineer and also as a senior system protection engineer, encompassing a wide engineering experience from substation siting and design to system protection design, substation integration and commissioning. He graduated from Iowa State University with a BSEE degree.

John A. Raksany, PE, joined the Department of Engineering Professional Development at the University of Wisconsin–Madison as a program director in 1998. Previously a senior maintenance planning engineer for Alliant Utilities, he has 27 years of experience in power delivery system planning, protection and control, maintenance and substation design.

Sheldon I. Silberman, PE, is manager of engineering and design outsourcing in substation services at Xcel Energy in Minneapolis, Minnesota. In this role, Silberman manages all consulting services for the engineering and design of Northern States Power (NSP) substation and transmission line projects. He has been with Xcel Energy/NSP for more than 25 years, working in various engineering and management positions related to substation design, construction and maintenance. Silberman received a BSEE degree in electric power systems from the University of Minnesota.



Principles of Substation Design and Construction

October 16 – 18, 2017 • Madison, Wisconsin
February 5 – 7, 2018 • Lake Buena Vista, Florida

Course Outline

Day 1

7:15 Registration

7:45 Welcome

John A. Raksany, PE
Program Director, Department of
Engineering Professional Development
University of Wisconsin–Madison

8:00 Instruction Begins

1 Substation Types and Purposes

Sheldon Silberman, PE
Manager, Xcel Energy Inc.

- Fundamentals of power system operation
- Objectives of substation design

2 Overview of the Substation Design and Construction Process

Kevin Borgmeyer, PE
Manager, Alliant Energy

- Establishing the need for substation facilities
- The project scope document – what it is and what it should contain
- Site selection and environmental issues
- Working with the project manager
- Engineering design – equipment specifications and drawings
- Specifying and procuring material and equipment
- Construction
- Testing, start-up and commissioning
- Documenting field revisions

3 Initial Steps in the Design Process: Setting the Bounds for the Overall Project

Sheldon Silberman, PE

- Reviewing and understanding the project scope document
- Information to gather before the first site visit
- What to look for on the initial site visit
- Determining site adequacy for initial and future requirements

- Environmental, zoning and public perception issues
- Construction and construction outage requirements – access for construction and O&M equipment
- Ordering material/delivery date issues

4 Site Selection and Design

Kevin Borgmeyer, PE
Sheldon Silberman, PE

- General requirements
- Environmental and permitting issues
- Site preparation
- Drainage and erosion protection
- Surface materials
- Roads and access

5 Permitting and Environmental Issues

Sheldon Silberman, PE
Kevin Borgmeyer, PE

- Acquiring necessary permits
- Zoning and ordinance restrictions
- Long-term site impacts
- Impacts during construction – runoff/stream pollution

6 Foundation Design

- The site visit and what to look for
- Understanding soil test reports
- Slab on grade design example

7 Bus Designs for Reliability

Kevin Borgmeyer, PE

- Bus configurations and 1-line diagrams
- Forced and planned outage performance
- Cost-reliability comparisons

5:15 Adjournment

Day 2

7:45 Instruction Continues

8 Substation Layout: Converting 1-line Diagrams to Physical Layouts

Sheldon Silberman, PE

- Substation components and required code clearances
- BIL, insulation coordination and surge arresters

- Future expansion
- Access for O&M
- Design exercise

9 Grounding and Ground Grid Design

Sheldon Silberman, PE

- Purpose of grounding
- Field-testing ground grid resistance and soil resistivity
- Materials and installation

10 Substation Structures

Sheldon Silberman, PE

- Choice of structure for substation designs
- Specifying a structure

11 Major Substation Equipment

Kevin Borgmeyer, PE

- Circuit breakers
- High-voltage and low-voltage switches
- Design exercise

12 Secondary Substation Equipment

Kevin Borgmeyer, PE

- Surge arresters

5:15 Adjournment

Day 3

7:45 Instruction Continues

13 Auxiliary Equipment and Systems

Sheldon Silberman, PE

- AC/DC station power and control system supplies
- Design exercise

14 Protective Relaying and Control

Kevin Borgmeyer, PE

- System protection objectives and philosophies
- Protective relaying schemes for major substation equipment
- Typical relay types and applications

15 Expansion and Upgrade of Existing Substations

Sheldon Silberman, PE

Kevin Borgmeyer, PE

- Feasibility and limitations

16 Commissioning and Start-Up

Sheldon Silberman, PE

4:00 Final Adjournment



COUNCIL COMMUNICATION

CC #: 8818
File #: 0600-02

Title: Out of State Travel - Information Technology Department
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Recommend Council approve out-of-state travel to Texas for training and testing purposes for up to (5) different City employees spread across multiple trips. Training class costs are already paid for by the EF Johnson 800Mhz Radio contract. Travel costs are estimated at \$25,000.00 and are included in the project budget.

BACKGROUND

On July 5th 2017, Council approved service agreements with multiple vendors including EF Johnson, Resolution #17-314, as well as out-of-state travel for City staff for training purposes on the new EF Johnson radio system, however no details about the out of state travel were included. This council communication provides clarification on the details on the out-of-state travel.

Recommend Council approve out-of-state travel for training and testing purposes for (5) City employees spread across multiple trips. Not every employee is making each trip as different employees are assigned based on their role within the City. Multiple trips are necessary as not all classes are offered consecutively and different classes are best-suited for various phases of the project.

There is training that will be performed in Roseville, but these trips are held at EF Johnson headquarters in facilities designed for optimal training to make best use of the purchased radio system. Trips include Subscriber (4 personnel), Infrastructure (3 personnel) and Factory Acceptance Testing (4 personnel).

FISCAL IMPACT

The \$25,000.00 for travel costs are budgeted for in the project budget. The training class costs are already included as part of the contract with EF Johnson which has already been authorized by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this request.

ENVIRONMENTAL REVIEW

This request 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,

Karl Grover, IT Analyst

Hong Sae, Chief Information Officer



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8835
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Mark Murphy
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Recommend Mark Murphy be commended for his 19 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable life.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy Clerk I

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Mark Murphy

City of Roseville

RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Mark Murphy began his distinguished career with the City of Roseville in November 1998 as a Multimedia Specialist in the Parks and Recreation Department; and

WHEREAS, Mark moved to the City Manager's Office in 1999 as a Multimedia Specialist II and then a Senior Multimedia Specialist, contributing to the City of Roseville's 90th Anniversary video; and

WHEREAS, Mark served as a project manager on the digital upgrade of the Council Chambers in 2002; and

WHEREAS, Mark served as the project manager for the City's Public Access TV studio, and media for the Martha Riley Community Library and Roseville Utility Exploration Center in 2005; and

WHEREAS, Mark was a key staff member of the inaugural team at the Roseville Utility Exploration Center in 2005 with Roseville Electric and Environmental Utilities; and

WHEREAS, Mark returned to the Parks, Recreation and Libraries Department in 2010 as Interpretive Services Supervisor at Maidu Museum and Historic site; and

WHEREAS, Mark was instrumental in having the City of Roseville Maidu Museum and the Historic Site join the Sacramento Area of Museums in 2012 creating a lasting partnership with 30 other museums in the Sacramento area; and

WHEREAS, Mark also formed a partnership between the museum and Heyday Books to publish "She Sang Me a Good Luck Song" and went on to further partner with other projects and dozens of books in our bookstore from Heyday until his retirement on September 29, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MARK MURPHY** be commended for his 19 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 18th of October, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8837
File #: 0102-06

Title: Proclamation - Small Business Saturday
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Proclaim November 25, 2017 as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy Clerk I

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Small Business Saturday

City of Roseville Proclamation

SMALL BUSINESS SATURDAY

November 25, 2017

WHEREAS, The City of Roseville, California, celebrates the local small businesses and the contributions they make to the local economy and community. According to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States and they represent 99.7 percent of all businesses with employees in the United States, who are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, Small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS, On average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, 91 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

WHEREAS, The City of Roseville, California supports the local businesses that create jobs, boost the local economy and preserve our neighborhoods; and

WHEREAS, Advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **November 25, 2017,** as **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

SIGNED AND APPROVED this 18th day of October, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8836
File #: 0102-06

Title: Proclamation - California Arbor Week
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Proclaim November 3-10, 2017 as a week to celebrate California Arbor Week in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy Clerk, I

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - California Arbor Week

City of Roseville Proclamation

CALIFORNIA ARBOR WEEK

November 3 - 10, 2017

WHEREAS, November 3 - 10, 2017 has been designated as California ARBOR WEEK in honor of the vital role trees and the urban forest play in improving the livability and sustainability of our community; and

WHEREAS, the City of Roseville has embraced the goals of the Greenprint initiative to optimize the remarkable benefits of trees that create the best urban forest in the region; and

WHEREAS, the City of Roseville recognizes the contributions tree canopies have to clean air and water, energy conservation, public health, habitat and the beauty of neighborhoods and business districts; and

WHEREAS, California ARBOR WEEK 2017 will be observed by schools, communities, civic organizations and countless citizens who will participate in tree planting activities; and

WHEREAS, the entire City of Roseville benefits when any property owner, resident or volunteer gains awareness about trees, and improve their property and the community by planting and maintaining trees and landscapes, which promotes a healthy environment and demonstrates pride in their local community; and

WHEREAS, the City of Roseville has received the TREE CITY USA AWARD for thirty five years in a row and the TREE CITY USA GROWTH AWARD for twenty two years; and

WHEREAS, the City of Roseville has an effective community urban forestry program with standards of tree care that continues to improve each year.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **November 3 - 10, 2017** as a week to celebrate **CALIFORNIA ARBOR WEEK** in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

SIGNED AND APPROVED this 18th day of October, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8825
File #: 0800-06

Title: Capitol Corridor Joint Powers Authority - Memorandum of Understanding
Contact: Lauren Hocker 916-774-7252 lhocker@roseville.ca.us

Meeting Date: 10/18/2017
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the attached Resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the Capitol Corridor Joint Powers Authority (CCJPA) and the City of Roseville.

BACKGROUND

The City has been working with the CCJPA for a number of years on their project to expand rail service from Roseville to Sacramento. The Capitol Corridor Third Track project (3rd Track) would ultimately increase service from one round trip per day to ten round trips per day. The CCJPA complete an Environmental Impact Report addressing improvements extending from Sacramento to Roseville, and has also been working toward early design plans for the track improvements.

As a result of these plans, it has become clear that additional parking supply will be required as a result of the expanded service, and as currently proposed the installation of the new track and layover facility will also remove existing parking in the Historic Old Town area. To ensure clear understanding of the roles and responsibilities of the CCJPA and City with regard to addressing the future rail service, the timing of expansion of service, and parking and circulation impacts, an MOU has been drafted.

The MOU was adopted by the CCJPA Board on February 8, 2017. City staff deferred sending this MOU to City Council until after the completion of a parking study, so that Council would be better informed. The parking study having been completed and presented to City Council, staff is now requesting adoption of the MOU.

FISCAL IMPACT

Funding to-date has been provided through Transportation Funds and through Capital Corridor Joint Powers Authority Funds. There is no General Fund impact associated with this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

Future implementation of the 3rd Track project will increase activity within Historic Old Town. It is envisioned that a new customer base will be drawn to the area, which the existing business can leverage to increase sales.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). City Council feedback on this item does not commit the City to any future actions, and thus this informational item does not include the potential for reasonably foreseeable impacts on the environment.

Respectfully Submitted,

Lauren Hocker, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-441

MOU

RESOLUTION NO. 17-441

APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY AND THE CITY OF
ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding regarding the implementation of the Capitol Corridor Third Track project and its impacts to City parking supply, between the Capitol Corridor Joint Powers Authority and the City of Roseville, has been reviewed by the City Council;

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

PASSED AND ADOPTED by the 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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY AND THE CITY OF
ROSEVILLE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Roseville, a municipal corporation (“City”) and the Capitol Corridor Joint Powers Authority, a partnership among the six local transit agencies (Placer County Transportation Planning Agency, Sacramento Regional Transit District, San Francisco Bay Area Rapid Transit District, Santa Clara Valley Transportation Authority, Solano Transportation Authority, and Yolo County Transportation District) in the eight-county service area (Placer, Sacramento, Yolo, Solano, Contra Costa, San Francisco, Alameda, and Santa Clara Counties) which jointly exercise power in the administration and management of the Capitol Corridor (“CCJPA”). The City and CCJPA may each be referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the CCJPA contracts and provides funds for the operation and capital improvements of the Capitol Corridor intercity passenger trains;

WHEREAS, Capitol Corridor passenger train service includes stops within the City of Roseville, at the Roseville Station, and relies on land-side infrastructure within the City of Roseville, including the station building, parking, and the surrounding road infrastructure;

WHEREAS, the CCJPA has proposed to improve existing rail service by increasing the frequency of service from the current one round trip to up to nine additional round trips, or ten total round trips, between the Cities of Sacramento and Roseville and implementing track improvements to support this increased service, called the Sacramento to Roseville Third Track Project (“Third Track”);

WHEREAS, the CCJPA has certified and adopted a Final Environmental Impact Report (FEIR) identifying that the service increases will require additional land-side infrastructure within the City of Roseville, and adopted Mitigation Measure TRA-3

prohibiting said service expansion until sufficient all-day and multi-day parking supply (within a 5-minute walk) and vehicle circulation is available;

WHEREAS, Mitigation Measure TRA-3 states that a sufficiency of parking and access shall be determined based on a project-level parking and circulation study approved by CCJPA and the City, and funded by CCJPA;

WHEREAS, CCJPA anticipates phasing in added service frequency and will work with the City to ensure a sufficiency of parking and access commensurate with the ridership gain associated with each successive phase of frequency increase;

WHEREAS, the City recognizes the economic and social benefits of increased intercity rail services to the City and its residents, and is committed to constructing the land-side facilities identified by the study when funding is available;

WHEREAS, the Parties recognize the need for a collaborative effort to secure the funding necessary for construction of land-side facilities, and that the City will act as Lead Agency for construction of the land-side facilities;

WHEREAS, the City and the CCJPA desire to enter into this MOU, which outlines the collaborative process used to identify, fund, and construct the land-side facilities;

NOW, THEREFORE, it is mutually understood and agreed to by the Parties as follows:

SECTION ONE: RESPONSIBILITIES

1. The CCJPA will fund and the City will undertake and manage a parking and circulation study (“Study”) to determine the number of parking spaces which will be required within the City of Roseville to support each phase of service expansion, and to identify any related access improvements which will be needed. This study shall take into account any parking losses being incurred as a result of the project.
2. The CCJPA will provide the City with detailed construction plans for all track and related improvements within the City of Roseville for review prior to any construction commitments. Also prior to construction commitments, the CCJPA and

the City will coordinate on outreach efforts to business and property owners affected by prospective construction.

3. The Study will be reviewed by both Parties, and requires approval by both Parties.
4. Proposed improvements identified in the Study shall be compatible with the goals and land uses within the City's Downtown Specific Plan.
5. The City will undertake the cost-scoping of improvements identified in the Study, and commits to construction of the improvements identified in the Study when funding and resources are available.
6. The Parties will collaborate on and pursue federal/state/regional/local funds for the construction of the improvements identified in the Study, to match any authorized or allocated funds to the Third Track.
7. The Parties will notify each other in a timely manner in the event that funding, construction timelines, or operational expansions become constrained or changed.
8. A subsequent project-level MOU (or other agreement(s)) may be developed to specify the details of identified and approved projects that implement the goals of this MOU.

SECTION TWO: EFFECTIVE DATE AND AMENDMENT

This MOU shall become effective upon the date last signed below. This MOU may be amended or modified upon the mutual consent of City and CCJPA as approved by the City Council and CCJPA Board following noticed public hearings.

SECTION THREE: TERMINATION

This MOU may be terminated by either City or CCJPA after having conducted a public hearing upon sixty (60) days prior published notice, and after giving the other party specific notice of termination by certified mail, return receipt requested. Said published notice shall be published in a form and method consistent with the Ralph M. Brown Act.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Memorandum of Understanding between the Capitol Corridor Joint Powers Authority and the City of Roseville by its City Manager and the Capitol Corridor Joint Powers Authority has authorized its execution by the Chairman of the CCJPA Board evidenced by their signatures by their representatives on the dates set forth below.

CITY OF ROSEVILLE

CAPITOL CORRIDOR JOINT
POWERS AUTHORITY

By: ROB JENSEN,
City Manager
City of Roseville

By: DAVID B. KUTROSKY,
Managing Director
Capitol Corridor Joint Powers Authority

Dated: _____

Dated: _____

ATTEST:

BY: SONIA OROZCO
City Clerk

BY: KENNETH DURON
CCJPA Secretary

APPROVED AS TO FORM

BY: ROBERT R. SCHMITT
City Attorney

BY: BYRON TOMA
CCJPA Attorney



COUNCIL COMMUNICATION

CC #: 8819

File #: 0800-06 & 0102-11

Title: Historic Old Town Parking Study

Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 10/18/2017

Item #: 9.1.

RECOMMENDATION TO COUNCIL

The City Council is not required to take any formal action on this item. This report is for informational purposes, and provides an opportunity for City Council to provide feedback and direction to staff on future parking improvements in Historic Old Town.

BACKGROUND

The purpose of this item is to provide City Council with information on pending and future projects within Historic Old Town, and the effects of these projects on parking, and to request City Council feedback. The two projects that are currently in the early design stages are the Capitol Corridor Third Track project (3rd Track) and the Junction Crossings (or Junction Station Lofts) project. The City has been working with the Capitol Corridor Joint Powers Authority (CCJPA) for a number of years on their plans to expand train service from Roseville to Sacramento. The Junction Crossings project is a multi-family workforce housing project consisting of 86 units, located on the southeastern corner of Church Street and Washington Boulevard. A General Information Memorandum (GIM) dated October 6, 2016 was sent to City Council describing these projects; the GIM has been included as Attachment 1, for background.

Additionally, both the 3rd Track and Junction Crossings project will impact existing and future parking in Historic Old Town (HOT), and future development within the Downtown Specific Plan area combined with expansion of rail service through the 3rd Track project will increase parking demands in Historic Old Town. To address these projects, Fehr and Peers has prepared a parking study examining the existing, near-term, and long-term parking supply and demand in Historic Old Town (HOT). The following is an Executive Summary of the key findings associated with the parking analysis; the complete parking study is included as Attachment 2.

Existing Conditions

Fehr and Peers completed a supply inventory and hourly occupancy surveys during April and May 2017. For the study, HOT was separated into four subareas: Business District, Central, North, and Train Depot subareas, based upon different land uses and use characteristics. Under existing conditions, there are 1,532 parking spaces within the study area.

- Peak parking times were identified as 11 am for the Train Depot area and 7 pm for the Business District. The other two areas are primarily residential and do not have substantial parking impacts/shortfalls. The 7 pm peak in the Business District represents the overall peak demand, occupying 45% of the spaces during the peak.

Near-Term Conditions

This analysis includes Phase 1 of the 3rd Track project, which is the expansion from one round trip to three round trips daily, and the construction of a new platform and layover facility. It also includes development of the approved Pacific Plaza housing project (currently approved) and the pending Junction Crossings project. The two housing projects provide enough parking to meet standards.

- The study concludes that additional parking will be needed to offset the parking losses in the Business District caused by the 3rd Track project improvements (a loss of 79 spaces), and an additional 81 parking spaces will be needed in the Train Depot area to accommodate increased demand.

Long-Term Conditions

This reflects reasonably foreseeable development in HOT and full build-out of the 3rd Track project (10 daily round trips).

- During the parking peak in the Business District (7 pm), demand will exceed supply by 97 spaces, and during the parking peak in the Train Depot (11 am) demand will exceed supply by 158 spaces.

Parking Supply Options

The study includes multiple options to offset parking impacts in Historic Old Town.

Near-Term Mitigation Strategies

For the near term impacts, the study recommends the following:

- Adding striping for additional on-street parking along Church Street and Pacific Street could provide up to 85 spaces near the train station, and would fully supply the increased demands in the Train Depot subarea (Figure A-31).
- An at-grade parking lot adjacent to the layover facility, which could be configured in multiple ways, but in the City's preferred arrangement (parking study Figure A-29) would provide up to 129 off-street parking spaces. This would offset the loss of 79 spaces, for a net gain of 50 spaces in the Business District.
- Partnerships to leverage underutilized private parking supply.
- Transportation Demand Measures to reduce parking demand (e.g. preferential car pool parking at train station).

Long-Term Mitigation Strategies

For long term impacts, the study includes the following mitigation options:

- A parking structure located at the existing train station parking lot, which could yield approximately 190 additional spaces and would serve the Train Depot subarea.
- A parking structure located at the proposed at-grade parking lot by the layover facility, which could yield approximately 297 additional spaces and would serve the Business District

subarea.

- A parking structure located on the Pacific Street parcel, as anticipated in the Downtown Specific Plan, could yield approximately 197 additional public spaces and would serve both the Train Depot and Business District subareas. This option would preclude development of the Junction Crossings project as it is currently designed.

Staff respectfully requests feedback from City Council on the parking supply options outlined in the study. Specifically, staff is seeking feedback on whether City Council:

- Supports Alternative 2 (Figure A-29) for the at-grade parking lot by the layover facility per Figure A-29.
- Would support staff investigation of partnerships to leverage underutilized private parking and structuring lease agreements.
- Would support staff investigation of Transportation Demand Measures for parking.
- Would support the creation of additional on-street parking supporting the Train Depot per Alternative 1 (Figure A-31).
- Would prefer a single garage structure located centrally to serve both HOT and the Train Depot (at the cost of the Junction Crossings project) or would prefer two separate structures, one located directly adjacent to the train station platform to serve the Train Depot and the second located directly in HOT adjacent to the layover to serve the Business District.

None of the parking solutions outlined in the study are proposed projects at this time. This study was prepared to provide information on potential future demands and needs. City Council feedback on this item does not commit the City to any future actions or expenditure of funds on these items. Funding and responsibility will be addressed as part of further project development for the 3rd Track project.

FISCAL IMPACT

This is an informational item with no fiscal impacts.

ECONOMIC DEVELOPMENT / JOBS CREATED

This is an informational item with no impacts on employment or jobs creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). City Council feedback on this item does not commit the City to any future actions, and thus this informational item does not include the potential for reasonably foreseeable impacts on the environment.

Respectfully Submitted,

Lauren Hocker, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description


Attachment 1 GIM

Attachment 2 Old Town Parking Study



GENERAL INFORMATION MEMORANDUM

TO: Mayor Carol Garcia and Members of the City Council

FROM: Kevin Payne, Development Services Director 

PREPARED BY: Kevin Payne, Development Services Director

APPROVED BY: Dominick Casey, Assistant City Manager

DATE: October 6, 2016

SUBJECT: Parking Impacts in Old Town Roseville

Purpose

The purpose of this GIM is to update the City Council on two pending projects within the Historic Old Town and concerns associated with parking. The two projects that are currently in the early design stages are the Capitol Corridor 3rd Track Project and the Junction Station Lofts project.

Summary

3rd Track Project: The 3rd Track project is an expansion of the existing Capitol Corridor rail service that currently provides one round trip per day to Sacramento and the Bay Area. The City has been working with the Capitol Corridor Joint Powers Authority (CCJPA) for a number of years to expand the service from Roseville to Sacramento and the Bay Area. The project would ultimately provide ten round trips per day and trains would be accessed from the existing train/multi-modal facility in Old Town Roseville.

The 3rd Track project has completed an Environmental Impact Report addressing improvements extending from Roseville to Sacramento. Given the overall estimated cost for the full improvements being approximately \$200 million dollars, CCJPA has decided to phase the project. The initial phase of improvements would be constructed in the Old Town area creating a lay-over facility, small maintenance area, secondary platform and improvements that would provide a dedicated track through the Union Pacific rail yard. This first phase of improvements is estimated to cost \$78 million dollars and would result in three daily round trips. Recently, the CCJPA Board voted to award these funds and initiate the construction design documents with the intent that improvements would be completed in a three year timeframe.

Design of the track has recently been initiated, and it has identified that the existing parking field and viewing station adjacent to the Barker Hotel and outside of the Boxing Donkey will be impacted. Although this property was improved as part of the City's \$13

million dollar streetscape and infrastructure enhancement project, the land is owned by Union Pacific Rail Road (UPRR). At the time the improvements were installed a lease agreement existed with the Historic Old Roseville Merchants Association (HORMA). HORMA is no longer a functioning entity and CCJPA in partnership with UPRR has the full right to utilize their property as part of the 3rd Track project improvements.

As part of the preliminary design stage, CCJPA has identified that the viewing platform and the 29 parking spaces on the south side of the parking lot will be impacted (Attachment 1). City staff has been working with CCJPA to mitigate the loss of this parking and reduce the impact to the Historic Old Town. A replacement parking field has been presented to the two property owners, Richard Ryan and Richard Burton, that the current parking field supports the most. This proposed improvement would create approximately 37 new parking spaces (Attachment 2), address existing drainage issues at the back of one of the properties, provide greater visibility to the rear of the buildings for increased security, provide opportunity to create additional commercial lease space at the rear of these buildings and CCJPA has agreed to fund the construction at no cost to the property owners. With this proposal, the property owners would retain ownership of the property as the parking supports their uses. The only provision would be that a reciprocal access agreement be provided, so that traffic can circulate through these lots.

On a longer term basis, the City is working with CCJPA and UPRR to secure additional UPRR land to create an additional at-grade parking lot adjacent to the lay-over facility as envisioned by the Specific Plan (Attachment 3). This at-grade facility would be adjacent to the layover facility and would be mainly to support parking within the Old Town, as its location is too far from the existing station to support long term passenger parking for the 3rd Track project. Ultimately, a parking structure will need to be constructed at the location of the existing at-grade lot that is associated with the multi-modal facility. This garage will not be necessary until ridership requires additional parking resources be made available to support more than the first phase of the 3rd Track project.

Junction Station Lofts Project: This project is located at the southeast corner of Church Street and Washington Boulevard (Attachment 3). It is a multi-family workforce housing project consisting of 80 units. The City owns an existing parking lot with approximately 40 improved parking spaces. The project is proposing to provide 86 new parking spaces and is only required by code to provide 40 spaces. The introduction of this project has raised concerns from the surrounding property owners that this project will significantly impact parking resources that support the existing businesses in the Historic Old Town. It has also been expressed that the loss of these parking spaces will also create an economic hardship for the surrounding businesses.

As part of the Downtown Specific Plan this site was pre-designed to support a project of this nature. Included in the pre-design concept was the construction of a future parking structure. At the time the Specific Plan was approved this structure was anticipated to provide 380 parking spaces with approximately 270 being available for future public parking. This structure was to be funded through future Redevelopment Bond funds, but with the dissolution of Redevelopment this funding source evaporated. Additionally, the implementation of a parking structure wrapped by a residential project drives the construction costs even beyond the \$10 million dollar construction cost that was estimated in the 2009 timeframe. It also significantly impacts the viability of building a

residential project at this location due to the Building Code requirements requiring separation between the garage and the residential development.

In lieu of this parking structure, and as noted as part of the 3rd Track project, the City is pursuing acquiring approximately 3 acres of UPRR property to construct additional at-grade parking to support the Historic Old Town. As indicated in the Specific Plan this property has the potential to provide approximately 150-190 parking spaces. These spaces can be constructed at a significantly lower cost than a parking structure.

To address the impacts to parking associated with this project and with the future development of the 3rd Track project a cumulative parking study is being completed prior to this project moving forward for approvals. In addition to this study an economic analysis is being performed to assess the economic benefits/impacts associated with the development of 80 new residential units within the area. These studies will assist staff in evaluating the positive or negative impacts associated with the project, and establishing any mitigation that might be required to off-set the project impacts. As stated, this project will not move forward for approvals until these studies have been completed.

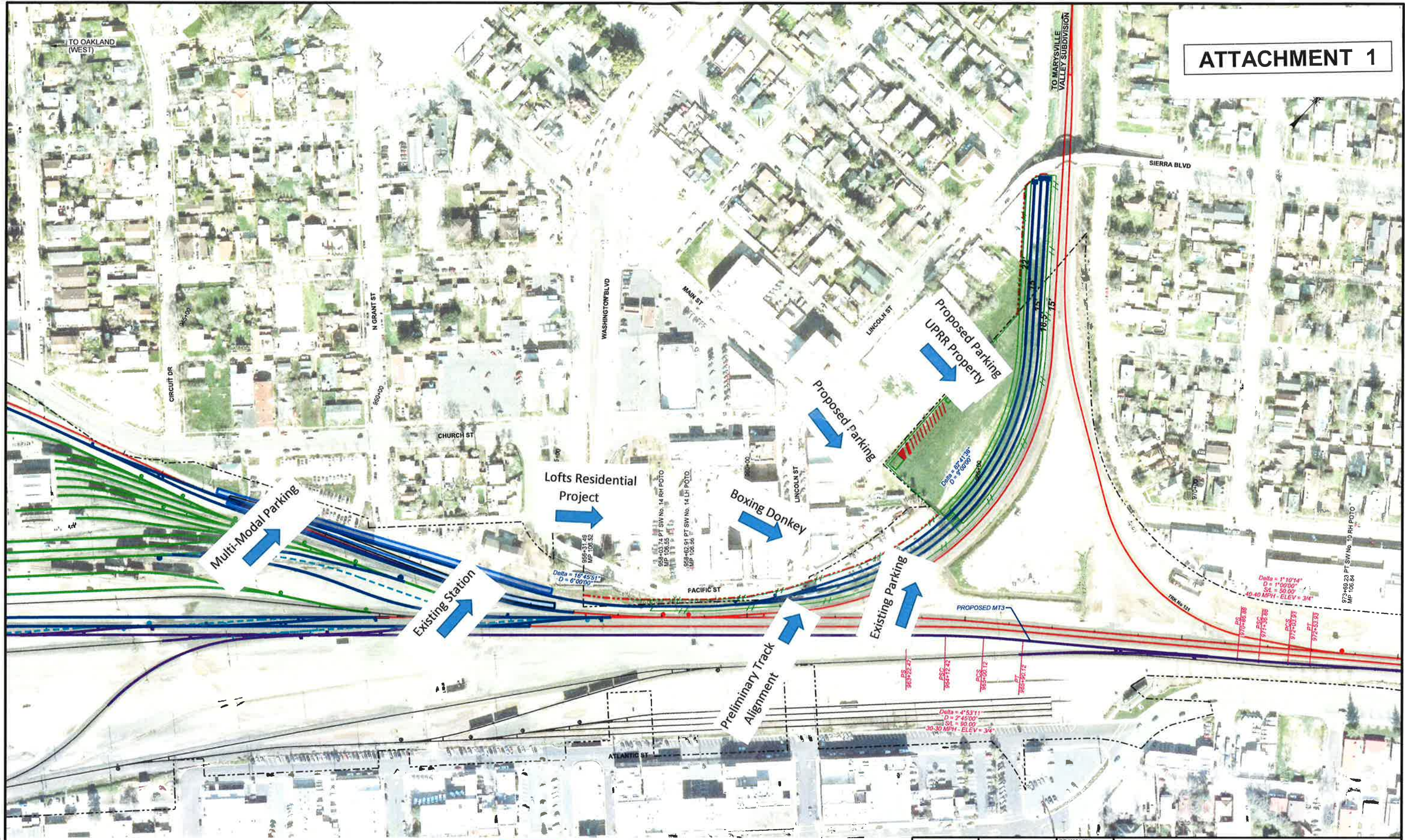
If you have any questions or desire more information, you can contact Kevin Payne at 774-5256.

APPROVED:

Rob Jensen
Manager

CC: Department Heads (via e-mail)



ATTACHMENT 1



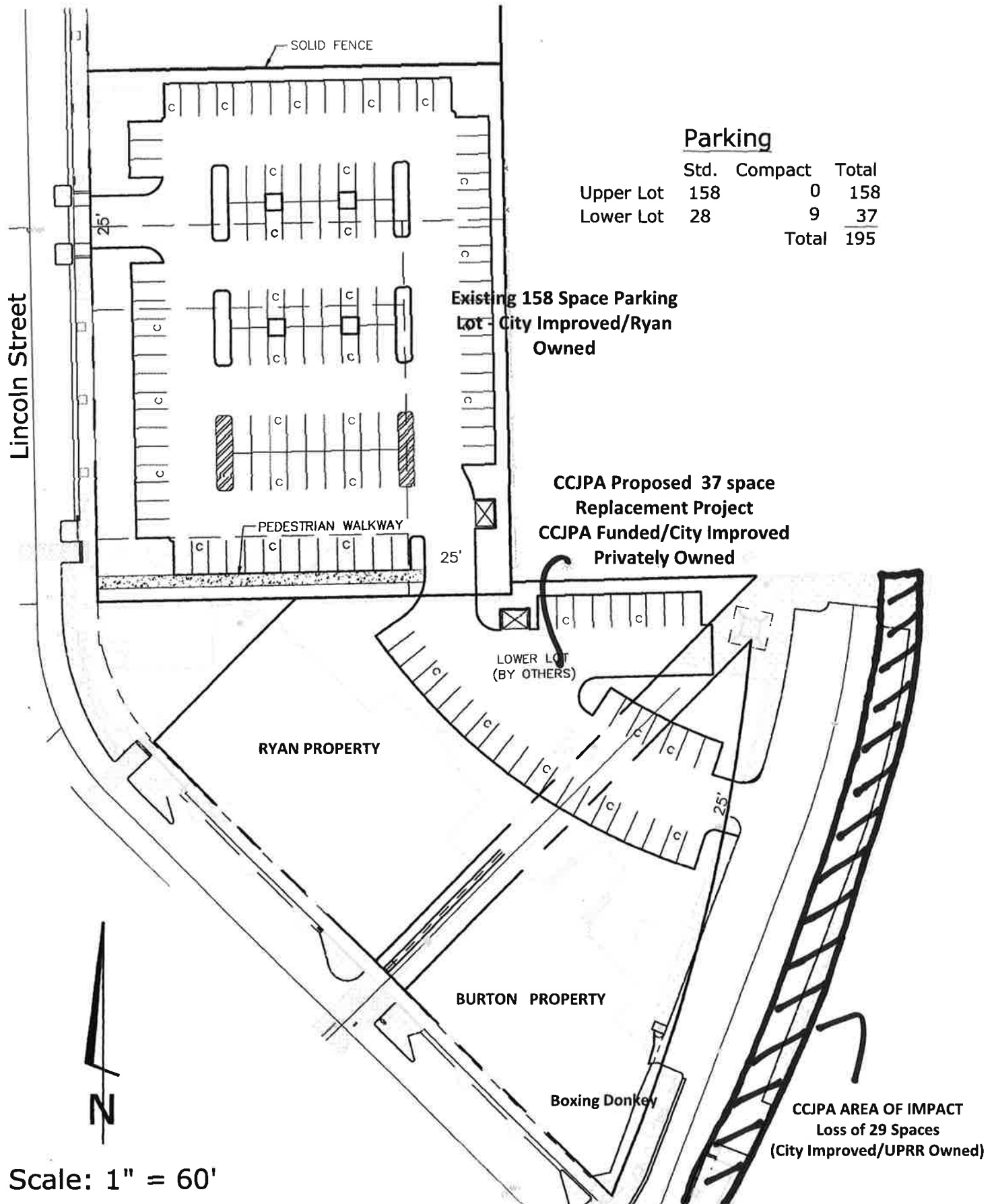
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- UPRR YARD IMPROVEMENT
 - PROPOSED TRACK
 - FUTURE TRACK
 - PROPOSED ROW
 - EXISTING MAIN TRACK
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 - EXISTING TRACK TO BE SHIFTED
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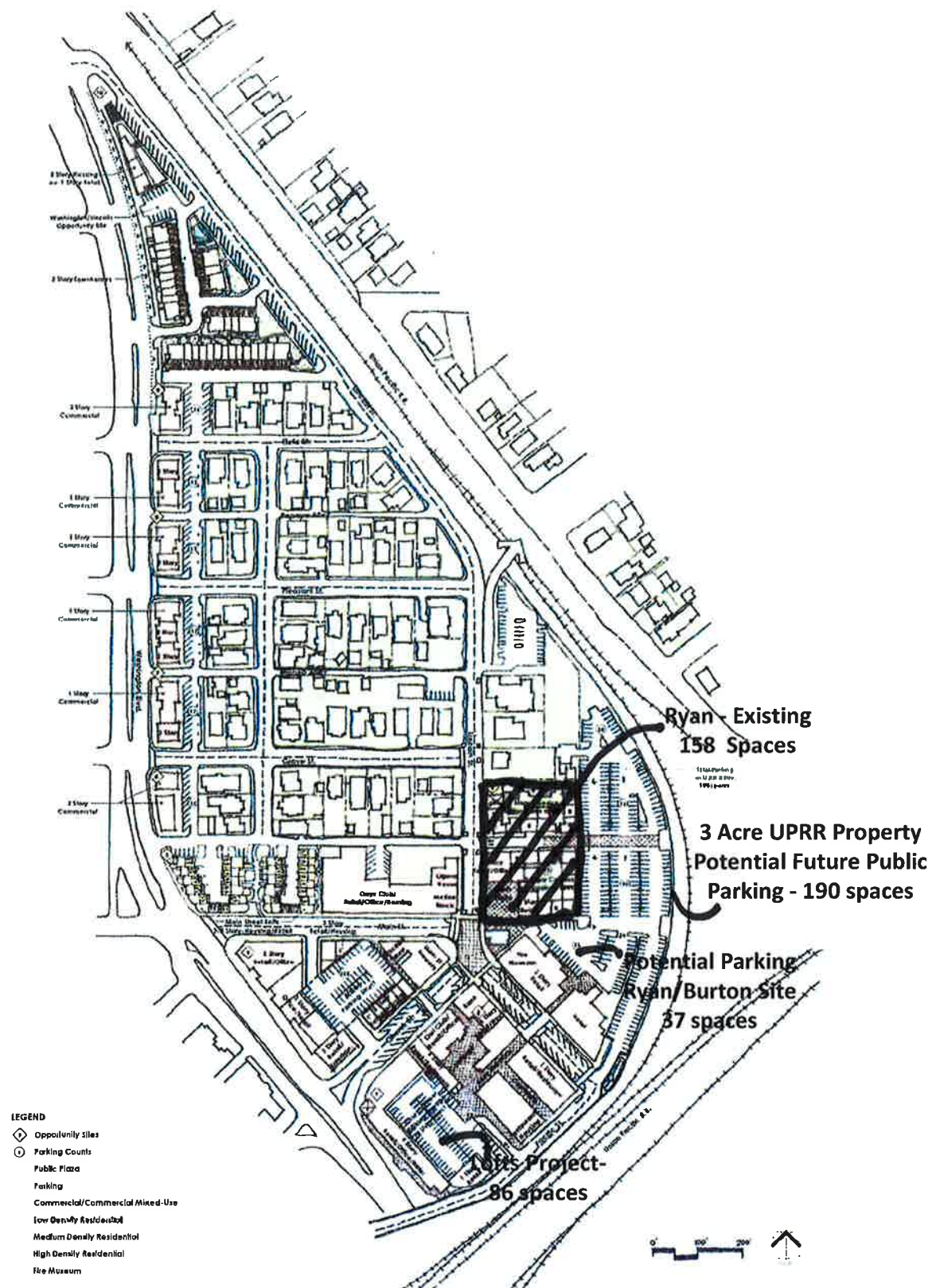
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Old Roseville Historic District
Illustrative Site Plan



MEMORANDUM

Date: September 26, 2017
 To: Kevin Payne & Lauren Hocker, City of Roseville
 From: Greg Behrens & Alan Telford, Fehr & Peers
Subject: *Historic Old Town Roseville Parking Study*

RS17-3533

This memorandum summarizes the findings of the Historic Old Town (HOT) Roseville Parking Study. The purpose of the parking study is to identify potential future parking shortfalls based on near- and long-term changes within the HOT area.

Purpose

The objectives of the HOT Parking Study include:

- Evaluate existing HOT parking conditions
- Estimate future HOT parking supply and demand changes resulting from:
 - Implementation of the City of Roseville Downtown Specific Plan (DTSP) and other related land development within HOT
 - The Capitol Corridor Joint Powers Authority (CCJPA) Sacramento to Roseville Third Main Track Project (Third Track Project)
- Identify solutions to address potential future parking shortfalls

Study Area

The study area is illustrated in **Figure 1**. Generally, the study area encompasses HOT proper (north and west of the Union Pacific tracks and east of Washington Boulevard), the Roseville Station area, and the Washington Boulevard corridor north to All America City Boulevard. Anticipated changes in parking supply and demand resulting from the DTSP land development and the CCJPA Third Track Project are expected to occur within these boundaries.

For the purposes of this analysis, the study area was divided into four subareas that exhibit distinct parking demand generation characteristics. As depicted in Figure 1, these subareas include:

- **Business District** subarea, comprised of the core HOT commercial activity center
- **Central** subarea, comprised of the residential neighborhood between Main Street and Pleasant Street, as well as nearby commercial uses along Washington Boulevard
- **North** subarea, comprised of the residential area north of Pleasant Street, as well as the Washington Square Shopping Center
- **Train Depot** subarea, comprised of Roseville Station and the surrounding neighborhood west of Washington Boulevard

Data Collection

Fehr & Peers conducted hourly parking occupancy surveys throughout the study area in late April and early May of 2017 during the following time periods:

- Wednesday Morning – 8 AM to 1 PM
- Wednesday Evening – 4 PM to 9 PM
- Friday Evening – 7 PM to 12 AM
- Saturday Evening – 7 PM to 12 AM
- Sunday Morning – 7 AM to 12 PM

These time periods were selected in order to capture the anticipated 'peak hour' of parking demand for a variety of day types (e.g. weekday vs. weekend). The parking occupancy surveys recorded hourly variation in the number of parked vehicles within the survey zones depicted in **Figure 2**. These zones represent a mix of public on-street, public off-street, and private off-street parking. Zone boundaries were drawn to segregate individual land use typologies throughout the study area (i.e., adjacent residential and commercial land uses are captured in different zones).

In addition to the parking occupancy surveys, Fehr & Peers conducted a parking supply inventory to document the number and type (public, private residential, or private commercial) of parking spaces currently present within each survey zone.

Existing Parking Conditions

This section describes the existing parking supply and demand within the study area.

Existing Parking Supply

According to the parking supply inventory, the study area currently contains approximately 1,532 total parking spaces. **Table 1** summarizes the number and type of existing parking spaces within each subarea. The greatest concentration of parking spaces exists within the Business District subarea, including 244 public parking spaces (on street and off street).

Table 1. Existing Parking Supply

Subarea	Parking Space Type				Total
	Public	Public	Private	Private	
	On Street	Off Street	Residential Off Street	Commercial Off Street	
Business District	108	136	1	287	532
Central	167	-	55	84	306
North	80	-	43	159	282
Train Depot	205	77	10	120	412
Total	560	213	109	650	1,532

Source: Fehr & Peers, 2017.

Figure 3 displays the number of parking spaces within each parking survey zone. All off street public parking is concentrated in three surface parking lots within the Business District subarea and two surface parking lots within the Train Depot subarea.

Existing Parking Demand and Utilization

Table 2 summarizes the peak hourly parking demand and occupancy for each survey day. The highest total hourly parking demand across each of the survey periods occurs during the 7 PM hour on a Friday evening,

with 689 parking spaces occupied at 45 percent utilization. This can be attributed to a combination of study area residents returning home from work for the day and visitors patronizing restaurants, bars, and nightclubs within HOT.

Table 2. Existing Daily Peak Parking Demand and Utilization

Subarea and Parking Space Type		Supply	Daily Peak Hour							
			Wednesday 4 PM		Friday 7 PM		Saturday 8 PM		Sunday 11 AM	
			Demand	Util.	Demand	Util.	Demand	Util.	Demand	Util.
Business District Subtotal		532	271	51%	396	74%	296	56%	207	39%
Public	On Street	108	68	63%	80	74%	68	63%	70	65%
Public	Off Street	136	58	43%	114	84%	81	60%	70	51%
Residential	Off Street	1	1	100%	1	100%	1	100%	1	100%
Commercial	Off Street	287	144	50%	201	70%	146	51%	66	23%
Central Subtotal		306	103	34%	102	33%	88	29%	87	28%
Public	On Street	167	57	34%	64	38%	44	26%	42	25%
Public	Off Street	-	-	-	-	-	-	-	-	-
Residential	Off Street	55	28	51%	21	38%	31	56%	29	53%
Commercial	Off Street	84	18	21%	17	20%	13	15%	16	19%
North Subtotal		282	67	24%	66	23%	69	24%	152	54%
Public	On Street	80	16	20%	19	24%	16	20%	6	8%
Public	Off Street	-	-	-	-	-	-	-	-	-
Residential	Off Street	43	24	56%	20	47%	23	53%	23	53%
Commercial	Off Street	159	27	17%	27	17%	30	19%	123	77%
Train Depot Subtotal		412	195	47%	125	30%	164	40%	157	38%
Public	On Street	205	107	52%	89	43%	128	62%	81	40%
Public	Off Street	77	68	88%	18	23%	10	13%	11	14%
Residential	Off Street	10	4	40%	7	70%	7	70%	8	80%
Commercial	Off Street	120	16	13%	11	9%	19	16%	57	48%
Study Area Total		1,532	636	41%	689	45%	617	40%	603	39%
Public	On Street	560	248	44%	252	45%	256	46%	199	36%
Public	Off Street	213	126	59%	132	62%	91	43%	81	38%
Residential	Off Street	109	57	52%	49	45%	62	57%	61	56%
Commercial	Off Street	650	205	32%	256	39%	208	32%	262	40%

Source: Fehr & Peers, 2017.

Figure 4 illustrates the overall geographic distribution of parking demand throughout the study area during the Friday 7 PM peak hour. As illustrated in Figure 4, parking utilization is highest in the Business District subarea during this peak hour. Under existing conditions, Business District subarea parking spaces are 74 percent occupied during the 7 PM peak hour.

During the Friday 7 PM peak hour, parking demand is low at the Roseville Station public parking lot, with only 18 of the 77 available spaces occupied. However, this lot is heavily patronized by CCJPA passengers throughout the week, and is regularly at or near full capacity during a typical weekday morning or early afternoon. Parking demand drops off only after passengers return to Roseville on the 5:48 PM train and depart from the lot.

Additional exhibits presenting hourly parking occupancy for all survey time periods are located in the Appendix.

Near-Term Parking Conditions

The following projects would affect near-term parking supply and demand within the study area:

- Land Development
 - **Junction Crossing Project**, located at the existing public parking lot on Pacific Street. The project would include 86 affordable housing units, 56 on-site private residential parking spaces, and 30 on-site public parking spaces.
 - **Pacific Plaza Project**, located at the northeastern corner of the Main Street and Washington Boulevard intersection. The project would include 75 affordable housing units, 3,000 square feet of ground floor retail, 38 on-site private residential parking spaces, and six on-site private commercial parking spaces.
- CCJPA Third Track Project
 - **Phase 1**, which would include the construction of additional track and an operator layover facility within HOT. CCJPA would operate two additional daily round trips to Roseville Station (three total).

Near-Term Land Development Parking Changes

Parking supply changes associated with the Junction Crossing and Pacific Plaza Projects were determined based on on-site parking provisions identified on the proposed project site plans submitted to the City as of September 2017. Anticipated parking demand changes associated with the two development projects were estimated per the following City Code parking requirements and State parking requirements for affordable housing:

- Residential development
 - One parking space per two dwelling units of affordable housing within proximity to transit service (State of California, AB 744)
- Commercial development
 - One parking space per 500 square feet of commercial development within the Downtown Specific Plan area (City of Roseville, Downtown Code)

Based on this methodology, near-term parking demand generated by the Junction Crossing and Pacific Plaza Projects would be sufficiently accommodated by on-site parking provisions.

Near-Term CCJPA Parking Changes

The construction of new track and the operator layover facility associated with Phase 1 of the Third Track Project would require the removal of existing off street and on street public parking supply. CCJPA plans to construct new public off street parking lots to offset the loss of existing HOT public parking resulting from the project's construction. **Figure 4** displays all planned parking modifications related to the Third Track Project.

Table 3 summarizes the Third Track Project's effect on HOT parking supply. The project would remove 79 existing public parking spaces and add 118 new public parking spaces, for a net increase of 39 public parking spaces. The affected existing parking spaces include the off street public parking lots behind the Boxing Donkey restaurant and adjacent to the Moose Lodge, as well as on street public parking spaces on Lincoln and Pacific Streets.

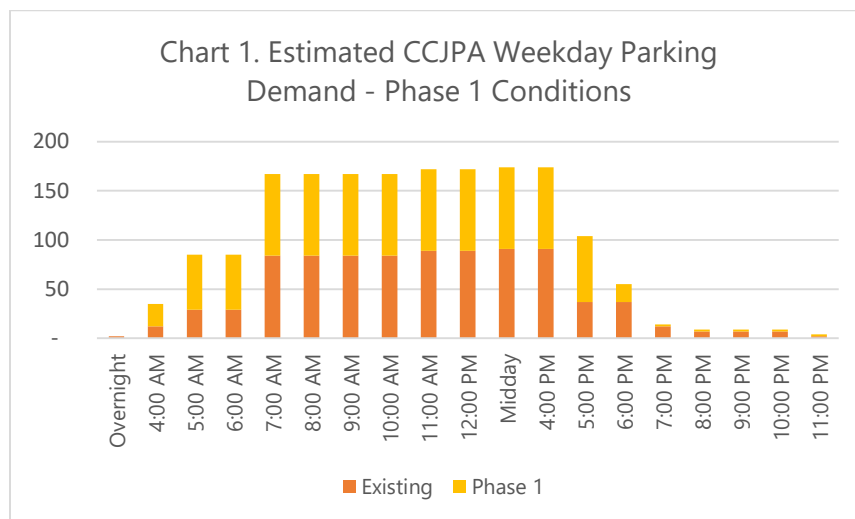
Table 3. CCJPA Third Track Project Parking Supply Changes

			CCJPA Third Track Project
Removed Parking Spaces			79
Public	On Street		5
Public	Off Street		74
Added Parking Spaces			118
Public	On Street		
Public	Off Street		118
Net New Parking Spaces			39
Public	On Street		-5
Public	Off Street		44

Note: Refer to the "Potential Parking Impacts and Mitigation Strategies" section (page 13) for a description of the added parking spaces.
Source: CCJPA, 2017.

The two new daily CCJPA round trips associated with Phase 1 of the Third Track Project would increase passenger boardings and passenger parking demand within the vicinity of the train station. **Chart 1**, below, summarizes the existing hourly CCJPA parking demand at Roseville Station, as well as the anticipated hourly parking demand generated by Phase 1 of the Third Track Project. Hourly variation in CCJPA parking demand is directly tied to the train schedule and the estimated number of passengers boarding and alighting on each trip. The parking demand estimates also account for Roseville CCJPA passenger travel behavior, including station mode of access and average vehicle occupancy as reported from recent CCJPA passenger surveys.

Under Phase 1 conditions, CCJPA staff indicated that passenger boardings and alightings at Roseville Station would be clustered in the morning and evening, respectively. This would result in parking demand that would accumulate early in the morning, plateau through the middle of the day, and drop off precipitously in the evening.



According to Chart 1, peak parking demand for Phase 1 of the Third Track Project would occur from 7 AM to 4 PM and reach 174 parking spaces, 83 spaces above the existing peak CCJPA parking demand. CCJPA parking demand would decrease significantly by 7 PM, the peak parking hour for the HOT area as a whole. This is typical of commuter-oriented stations along the CCJPA corridor, where parking demand drops drastically after passengers complete their evening commute and depart from parking areas adjacent to the station.

Because the Roseville Station lot is fully occupied under existing conditions, any additional parking demand would need to be accommodated elsewhere. Per the direction of City staff, it is not desirable to accommodate excess CCJPA parking demand in surrounding on street parking areas that encroach into the adjacent residential neighborhood, therefore, alternative parking solutions would need to be considered.

Near-Term Parking Supply and Demand Comparison

Fehr & Peers estimated near-term hourly demand throughout the study area using a spreadsheet-based parking model. This approach allows future parking demand to be assigned to appropriate zones based on the availability and type of parking supply (i.e., private commercial parking supply would only be reserved for parking demand generated by affiliated land uses). According to this exercise, near-term parking demand would mirror the existing 7 PM peak parking hour in HOT. **Table 4** summarizes the estimated parking demand and supply for near-term conditions during the 7 PM peak hour for each HOT subarea.

Under near-term conditions, with the additional parking provided by the CCJPA, parking supply would be greater than parking demand for the study area as a whole during the 7 PM peak hour. Moreover, none of the HOT subareas would experience a parking shortfall during the 7 PM peak hour.

However, a near-term parking shortfall is expected to occur within the Train Depot subarea from approximately 7 AM to 4 PM on a typical weekday. This is due to the following factors:

- Full utilization of the Roseville Station surface parking lot under existing conditions
- Increase in CCJPA ridership and parking demand associated with Phase 1 of the Third Track Project
- Lack of available off street public parking within a five minute walk of the Roseville Station platform under near-term conditions

According to the analysis, under near-term conditions, the Train Depot subarea parking shortfall would peak at 9 AM and total 81 parking spaces. For potential solutions, refer to the "Potential Parking Impacts and Mitigation Strategies" section of this report, which begins on page 13.

Table 4. Near-Term 7 PM Peak Hour Parking Conditions

Subarea and Parking Space Type		Supply	Weekday Peak Hour	
			Friday 7 PM	
			Demand	Avail. Spaces
Business District Subtotal		638	479	159
Public	On Street	93	80	13
Public	Off Street	129	100	29
Residential	Off Street	95	80	15
Commercial	Off Street	321	219	102
Central Subtotal		306	102	204
Public	On Street	167	64	103
Public	Off Street	-	-	-
Residential	Off Street	55	21	34
Commercial	Off Street	84	17	67
North Subtotal		282	66	216
Public	On Street	80	19	61
Public	Off Street	-	-	-
Residential	Off Street	43	20	23
Commercial	Off Street	159	27	132
Train Depot Subtotal		412	127	285
Public	On Street	205	89	116
Public	Off Street	77	20	57
Residential	Off Street	10	7	3
Commercial	Off Street	120	11	109
Study Area Total		1,638	774	864
Public	On Street	545	252	293
Public	Off Street	206	120	86
Residential	Off Street	203	128	75
Commercial	Off Street	684	274	410

Source: Fehr & Peers, 2017.

Long-Term Parking Conditions

The following projects would affect long-term parking supply and demand within the study area:

- Land Development
 - **Downtown Specific Plan (DTSP)** implementation, including mixed-use development within the HOT area.
- CCJPA Third Track Project
 - **Buildout**, which would include seven additional daily round trips to Roseville Station (ten total).

Long-Term Land Development Parking Changes

Adopted by the Roseville City Council in 2009, the DTSP establishes a vision for future development within the HOT and Downtown Roseville areas. The land use plan included in the DTSP represents a buildout scenario for the HOT area typified by high density, mixed-use development.

For the purposes of this study, under long-term conditions, future parking changes associated with the DTSP were derived from reasonably foreseeable land use components of the plan, rather than the full buildout of the plan. Consultation with City staff identified six 'opportunity sites' that were considered to be reasonably foreseeable within the long-term planning horizon. These sites are illustrated in **Figure 6**.

Table 5 summarizes the total residential and commercial development estimated for each site. The two active development proposals, the Junction Crossing and Pacific Plaza Projects, are located on opportunity sites F and C, respectively. While it is expected that the remaining sites would include either mixed-use or commercial development, specific quantities for each site could vary greatly based on the density parameters established in the DTSP. To reflect the existing market conditions, residential and commercial densities from the two active development proposals were assumed for the remaining opportunity sites for the purposes of this study.

Table 5. DTSP Opportunity Sites

		Opportunity Sites						
		A	B	C	D	E	F	Total
Net New Development	Residential (DU)	133	-1	75 ¹	103	112	86 ¹	508
	Commercial (sf)	6,120	14,900	3,000	4,800	-8,570	---	20,250
Future Scenario	Near-Term	No	No	Yes	No	No	Yes	
	Long-Term	Yes	Yes	Yes	Yes	Yes	Yes	

1. Proposed affordable housing development.

Source: City of Roseville, Fehr & Peers, 2017.

Table 6 summarizes the estimated net effect on HOT parking supply for each opportunity site. Parking supply provisions for each opportunity site were derived from on-site parking requirements detailed in the Downtown Code. In total, the opportunity sites would add an estimated 404 parking spaces within the HOT area.

Table 6. DTSP Opportunity Sites Parking Supply Changes

		Opportunity Sites						
		A	B	C	D	E	F	Total
Removed Parking Spaces			46	12	150	89	51	348
Public	On Street			10				10
Public	Off Street						51	51
Residential	Off Street							---
Commercial	Off Street		46	2	150	89		287
Added Parking Spaces		256	54	44	149	163	86	752
Public	On Street	62						62
Public	Off Street							---
Residential	Off Street	181		38	141	152	56	568
Commercial	Off Street	13	54	6	8	11	30	122
Net New Parking Spaces		256	8	32	-1	74	35	404
Public	On Street	62		-10				52
Public	Off Street						-51	-51
Residential	Off Street	181		38	141	152	56	568
Commercial	Off Street	13	8	4	-142	-78	30	-165

Source: City of Roseville, Fehr & Peers, 2017.

It is estimated that each opportunity site would generate the following peak parking demand:

- Residential development
 - One and a half parking spaces per dwelling unit with two or more bedrooms
 - One parking space per dwelling unit with one bedroom
 - One parking space per two dwelling units of affordable housing within proximity to transit service, consistent with California State law
- Commercial development
 - One parking space per 500 square feet of commercial development

These figures are typical for other mixed-use districts with access to transit, where residents, employees, and visitors have access to a greater variety of transportation options and are more likely to implement a 'park once' strategy if driving and parking.

Table 7 summarizes the estimated peak parking demand for each opportunity site. A comparison with Table 6 shows that the estimated increase in peak parking demand (590 spaces) from the opportunity sites would be greater than the estimated increase in on-site parking supply provided at each site (404 spaces).

Table 7. DTSP Opportunity Sites Parking Demand Changes

		Opportunity Sites						
		A	B	C	D	E	F	Total
Net New Peak Parking Demand		194	27	42	149	135	43	590
Residential	Off Street	181	-2	38	139	152	43	551
Commercial	Off Street	13	29	4	10	-17	--	39

Note: Parking demand figures included above represent the peak parking demand for each land use type. For residential land uses, this typically occurs during the middle of the night, when the majority of residents are at home. For commercial land uses, this typically occurs during the middle of the day or the evening, when patronage of businesses is at its peak.

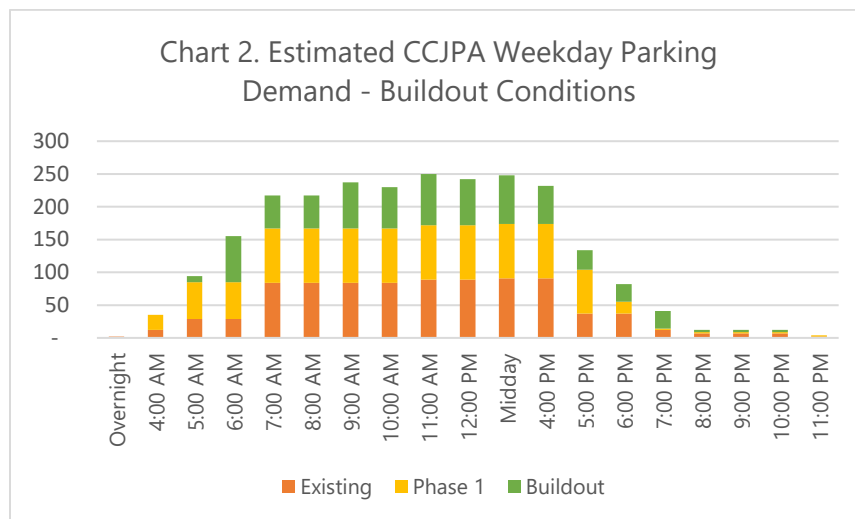
Source: City of Roseville, Fehr & Peers, 2017.

Fehr & Peers estimated hourly variation in parking demand for each opportunity site using the Urban Land Institute (ULI) shared parking methodology. Based on this methodology, the peak parking hour for the opportunity sites would coincide with the existing Friday 7 PM peak parking hour for the study area. During this peak hour, the opportunity sites would generate demand for an estimated 534 residential and 37 commercial parking spaces (97 percent of peak residential parking demand and 95 percent of peak commercial parking demand). Therefore, there will be sufficient *overall* parking to accommodate long-term land development changes in HOT. However, refer to the "Long-Term Parking Supply and Demand Comparison" section (page 11) for analysis of parking by subarea.

Long-Term CCJPA Parking Changes

Buildout of the CCJPA Third Track Project would not further alter HOT parking supply beyond the changes described above associated with the construction of Phase 1. However, the addition of seven daily round trips (for a total of ten daily round trips) would generate additional ridership and parking demand within the study area.

Chart 2 summarizes the estimated hourly CCJPA parking demand at Roseville Station associated with buildout of the Third Track Project in relation to existing and Phase 1 parking demand. According to Chart 2, peak parking demand for buildout of the Third Track Project would occur at 11 AM and reach 250 parking spaces, 161 spaces above the existing peak CCJPA parking demand. Because the Roseville Station lot is fully occupied under existing conditions, this additional parking demand would need to be accommodated elsewhere. Similar to Phase 1 conditions, CCJPA parking demand would decrease significantly by 7 PM, the peak parking hour for the HOT area as a whole.



Long-Term Parking Supply and Demand Comparison

Fehr & Peers utilized the spreadsheet-based parking model to estimate long-term hourly parking demand throughout the study area. According to this exercise, long-term parking demand would mirror the existing 7 PM peak parking hour in HOT. **Table 8** summarizes the estimated parking demand and supply for long-term conditions during the 7 PM peak hour for each HOT subarea.

Under long-term conditions, parking supply would be greater than parking demand for the study area *as a whole* during the 7 PM peak hour. However, within the Business District subarea, a parking shortfall of approximately 97 parking spaces would occur during the 7 PM peak hour under long-term conditions.¹ This shortfall would occur due to a combination of factors within the Business District subarea, including:

- Significant increase in residential development and associated parking demand
- Reduction of off street parking supply
- 'Under-parking' of new development sites (i.e., less than one on-site parking space per dwelling unit for affordable housing)

The addition of CCJPA Third Track Project buildout parking demand would further contribute to the mid-day parking shortfall within the Train Depot subarea under long-term conditions. This shortfall is estimated to peak at 158 parking spaces during the 11 AM hour.

¹ For the Business District subarea, note that Table 8 indicates an overall parking shortfall of 44 spaces and a commercial off street parking shortfall of 97 spaces. The overall Business District parking shortfall includes the estimated excess parking supply for non-commercial parking areas, including private residential parking. Vehicles parking for commercial purposes would not have access to the available parking supply provided by residential off street parking areas, therefore, the commercial parking shortfall of 97 spaces represents the upper limits of the overall parking shortfall for the Business District subarea.

Table 8. Long-Term 7 PM Peak Hour Parking Conditions

Subarea and Parking Space Type		Supply	Weekday Peak Hour	
			Friday 7 PM	
			Demand	Avail. Spaces
<i>Business District Subtotal</i>		711	755	-44
Public	On Street	93	80	13
Public	Off Street	129	114	15
Residential	Off Street	388	363	25
Commercial	Off Street	101	198	-97
<i>Central Subtotal</i>		307	123	184
Public	On Street	167	64	103
Public	Off Street	-	-	-
Residential	Off Street	55	19	36
Commercial	Off Street	85	40	45
<i>North Subtotal</i>		545	261	284
Public	On Street	142	19	123
Public	Off Street	-	-	-
Residential	Off Street	224	196	28
Commercial	Off Street	179	46	133
<i>Train Depot Subtotal</i>		412	154	258
Public	On Street	205	89	116
Public	Off Street	77	47	30
Residential	Off Street	10	7	3
Commercial	Off Street	120	11	109
<i>Study Area Total</i>		1,975	1,293	682
Public	On Street	607	252	355
Public	Off Street	206	161	45
Residential	Off Street	677	585	92
Commercial	Off Street	485	295	190

Source: Fehr & Peers, 2017.

Potential Parking Impacts and Mitigation Strategies

The following section summarizes potential parking impacts and mitigation measures based on the results of the near- and long-term parking analysis. The mitigation strategies described below provide a menu of potential options for consideration by the City.

Near-Term Impact 1 – CCJPA Third Track Project Construction

The construction of Phase 1 of the CCJPA Third Track Project would require the removal of 79 public parking spaces within the HOT area in order to accommodate a new layover facility and new track. Affected parking includes the existing surface lot behind the Boxing Donkey restaurant (48 spaces), the existing surface lot immediately north of the Elks Lodge (26 spaces), and existing on street parking on Pacific and Lincoln Streets (5 spaces).

Near-Term Mitigation 1.1

As part of the Third Track Project, CCJPA plans to construct new off street public parking to offset the loss of existing public parking due construction of the track and layover facility. Options for various parking configurations are illustrated in Figures A-28, A-29, and A-30 in the Appendix:

- **CCJPA Site – Alternative 1 – Surface Lot (Figure A-28)** – this alternative includes 131 additional off street public parking spaces, including the 118 off street public parking spaces that CCJPA plans to construct to offset public parking impacts associated with the construction of the Third Track Project. In addition to the planned CCJPA parking mitigation, 13 parking spaces could be accommodated behind the Boxing Donkey restaurant.
- **CCJPA Site – Alternative 2 – Surface Lot (Figure A-29)** – this alternative represents an altered configuration of the CCJPA layover yard and adjacent surface parking lots. In total, the alternative would provide 129 off street public parking spaces (including an additional 13 potential parking spaces behind the Boxing Donkey). This alternative would provide access to the large surface parking lot from both the north (via Lincoln Street) and the south (via Pacific Street). This alternative also allows for future flexibility should the City decide to pursue the construction of a parking garage near the CCJPA layover yard (detailed in Alternative 2 – Parking Garage). *This is the preferred alternative.*
- **CCJPA Site – Alternative 3 – Surface Lot (Figure A-30)** – this alternative represents an altered configuration of the CCJPA layover yard and adjacent surface parking lots. In total, the alternative would provide 105 off street public parking spaces (including an additional 13 potential parking spaces behind the Boxing Donkey). This alternative allows for future flexibility should the City decide to pursue the construction of a parking garage near the CCJPA layover yard (detailed in Alternative 3 – Parking Garage).
- **CCJPA Site – Alternative 4 – Surface Lot (Figure 5)** – this alternative includes the additional 118 off street public parking spaces that CCJPA plans to construct to offset parking impacts associated with the construction of the Third Track Project. The parking effects of this alternative are captured in the near- and long-term analysis above.

These alternatives were developed in consultation with CCJPA staff to ensure adequate access for employees and service vehicles (e.g. fuel trucks) traveling to and from the layover facility. The

construction of any of these alternatives would provide additional public parking that exceeds the loss resulting from the CCJPA Third Track Project construction, therefore mitigating parking supply impacts associated with Near-Term Impact 1.

Near-Term Impact 2 – CCJPA Phase 1 Passenger Parking Demand

Completion of Phase 1 of the Third Track Project would allow CCJPA to operate two additional round trips serving Roseville Station in the near-term time horizon, increasing the total number of daily trips to three. The additional trips would generate additional ridership and parking demand within the vicinity of Roseville Station. It is estimated that under near-term conditions, Phase 1 of the Third Track Project would create a mid-day parking shortfall of 81 parking spaces in the Train Depot subarea.

Near-Term Mitigation 2.1

Additional on street parking could be provided on surface streets within the vicinity of Roseville Station. As shown in **Figure A-31**, on street parking on Church and Pacific Streets could be reconfigured to provide up to 105 on street parking spaces within the vicinity of Roseville Station. These spaces could be utilized by CCJPA passengers without affecting the on street parking supply in adjacent residential neighborhoods.

Near-Term Mitigation 2.2

The City could explore potential partnerships (e.g. lease agreements) to leverage private parking supply within a five minute walk of the station.

Near-Term Mitigation 2.3

The implementation of transportation demand management (TDM) measures could reduce parking demand associated with CCJPA Phase 1 passengers. Potential TDM strategies include marketing for non-motorized first-/last-mile access modes (walking, biking, etc.) and preferential carpool parking (e.g. designating reserved carpool parking in parking spaces closest to the station platform).

Implementation of these mitigation measures would sufficiently address near-term mid-day parking shortfalls in the Train Depot subarea related to Phase 1 CCJPA passenger parking demand.

Long-Term Impact 1 – DTSP and CCJPA Buildout

Buildout of the DTSP would cause a parking shortfall of 97 spaces during the 7 PM peak hour within the Business District subarea under long-term conditions. Buildout of the CCJPA Third Track Project would increase CCJPA service at Roseville Station to ten daily round trips and cause an estimated shortfall of 158 spaces during the 11 AM hour within the Train Depot subarea under long-term conditions.

Long-Term Mitigation 1.1

The construction of new public parking facilities could address future parking shortfalls by accommodating a variety of users for varying peak hours throughout the day, including weekday morning CCJPA passengers, evening HOT visitors, and new HOT residents. **Figure 7** identifies potential sites within HOT where additional parking facilities could be located. These include:

- **Roseville Station Site**, located at the existing 77-space surface parking lot adjacent to the station platform. Conceptual design plans recently produced for the City include a 270-space parking structure on this site, yielding a net increase of 193 public parking spaces.
- **Pacific Street Site**, located at the southeast corner of the Washington Boulevard and Church Street intersection. Conceptual parking layouts for the following site alternatives are included in Figures A-32 and A-33 in the Appendix:
 - **As-is** – leaving the site as-is would decrease the long-term parking shortfall within the Business District subarea by removing the additional residential parking demand from the Junction Crossing project and maintaining the existing off-street public parking supply.
 - **Pacific Street Site – Alternative 1 – DTSP Garage with Retail (Figure A-32)** – this alternative includes the 400-space parking structure with wraparound retail concept developed for the DTSP. This alternative would decrease the long-term parking shortfall by adding an additional 197 off street public parking spaces compared to existing conditions (plus an additional 130 spaces for private residential use).
 - **Pacific Street Site – Alternative 2 – Junction Crossing Project (Figure A-33)** – this alternative includes the proposed 86-unit Junction Crossing affordable housing project. The parking effects of this project are captured in the near- and long-term analysis above. The Junction Crossing Project would generate demand for approximately 43 parking spaces during the 7 PM peak hour. The proposed project would provide 56 on-site private residential parking spaces and 30 on-site public parking spaces.

Alternatives developed for this site would address the long-term 11 AM Train Depot subarea parking shortfall because it is located within a five minute walk of the Roseville Station platform.

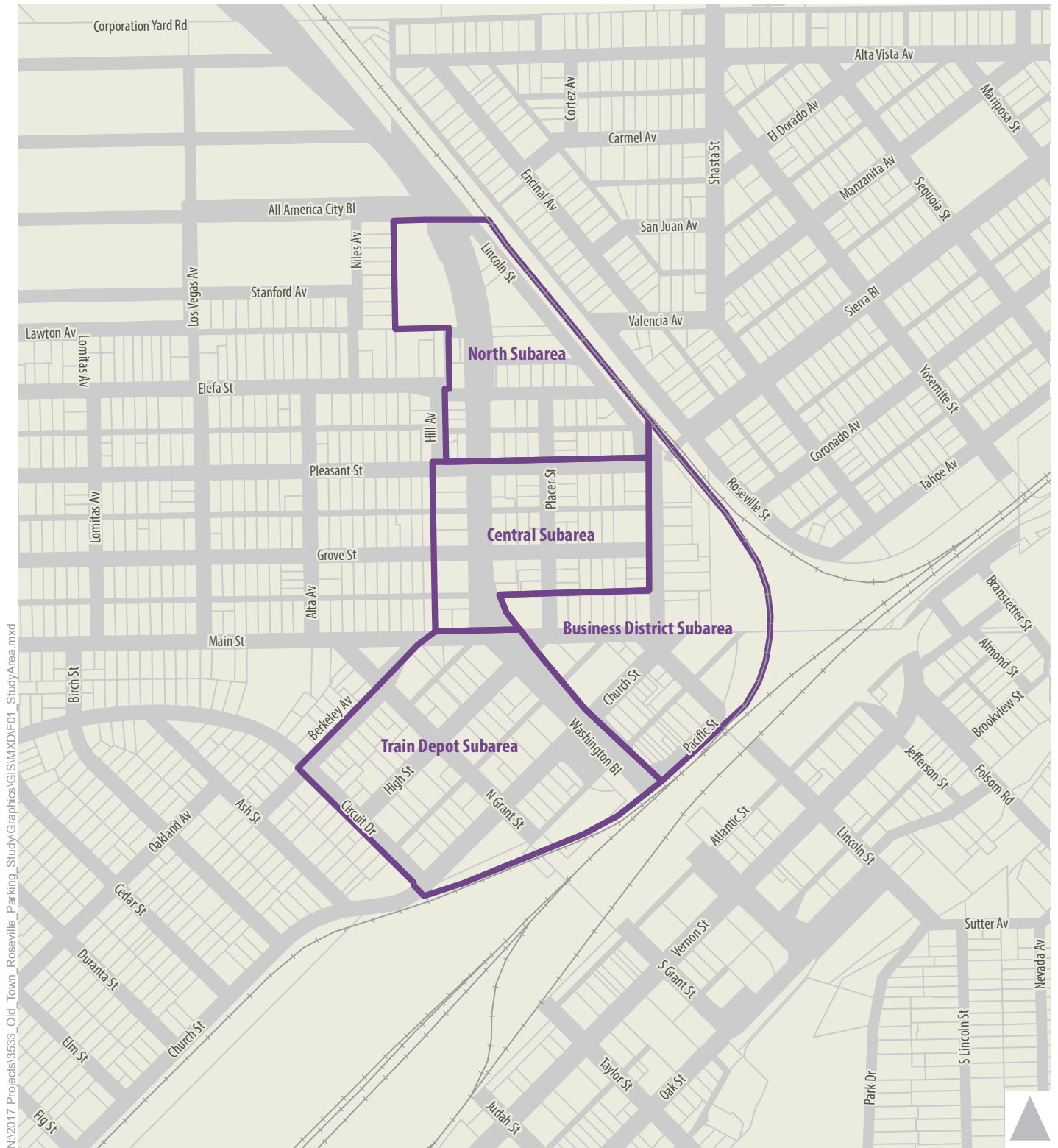
- **CCJPA Site**, located between the existing Lincoln Street surface parking lot and the UPRR tracks. Conceptual parking garage layouts for the following site alternatives are included in Figures A-34 and A-35 in the Appendix:
 - **CCJPA Site – Alternative 2 – Parking Garage (Figure A-34)** – this alternative includes a three-story 232-space parking structure. The parking garage would be

located on the site of the proposed parking lot detailed in *CCJPA Site – Alternative 2 – Surface Lot*, adjacent to the planned CCJPA layover facility. Vehicular access to the garage would be available from the north and south via Lincoln Street and Pacific Street, respectively. This alternative would reduce the long-term parking shortfall by providing an additional 264 off street public parking spaces compared to existing conditions.

- **CCJPA Site – Alternative 3 – Parking Garage (Figure A-35)** – this alternative includes a three-story 268-space parking structure. The first two floors of the parking garage would be located on the site of the proposed parking lot detailed in *CCJPA Site – Alternative 3 – Surface Lot*, adjacent to the planned CCJPA layover facility. The third floor of the parking garage would be decked over the planned layover facility, providing garage access to vehicles traveling from the north via Lincoln Street. This alternative would reduce the long-term parking shortfall by providing an additional 273 off street public parking spaces compared to existing conditions.

Alternatives developed for this site would not address the long-term 11 AM Train Depot subarea parking shortfall because it is located beyond a five minute walk of the Roseville Station platform.

Implementation of these mitigation measures would sufficiently address long-term parking shortfalls occurring during the mid-day period in the Train Depot subarea and during the 7 PM peak hour in the Business District subarea.



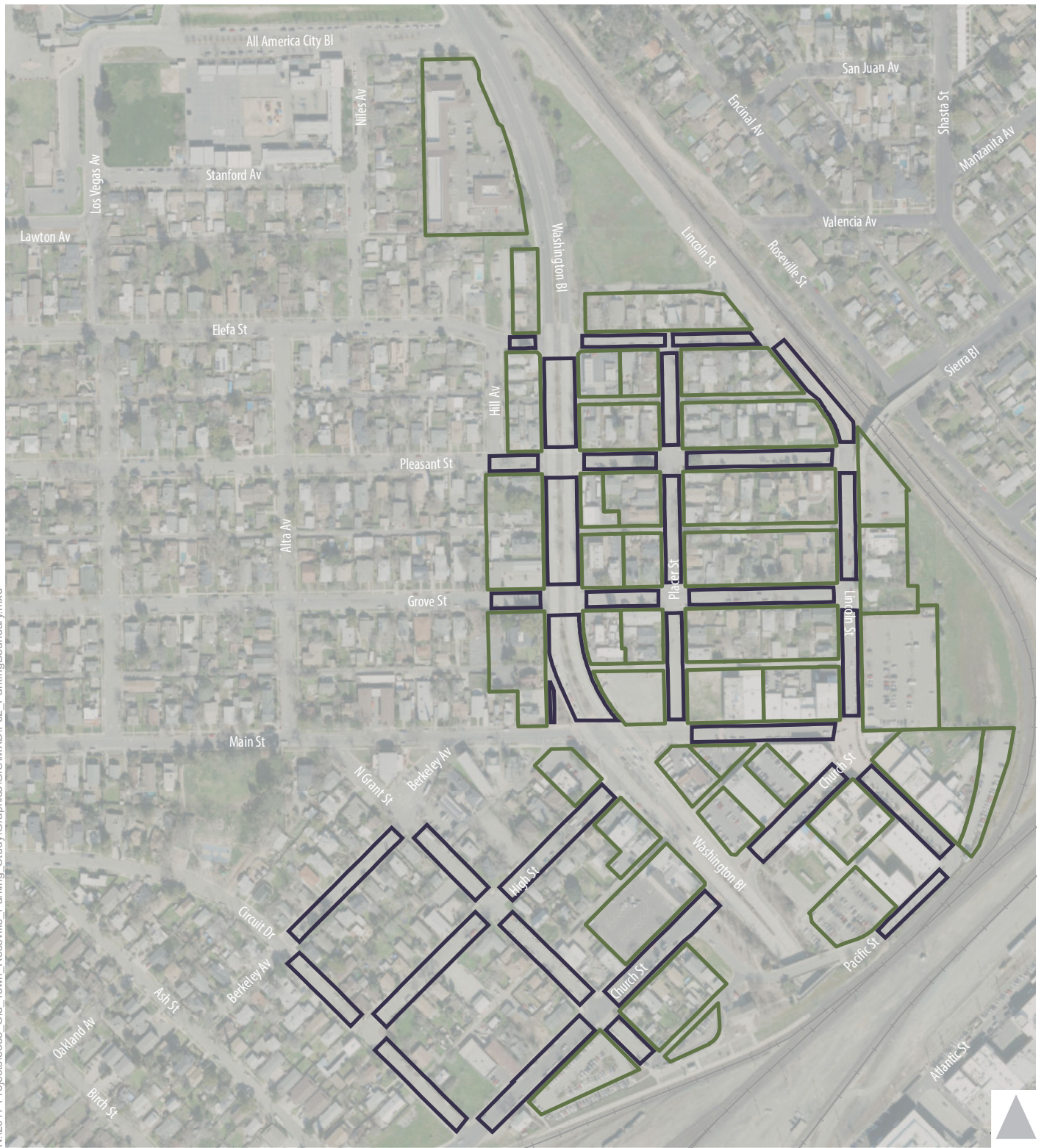
 Study Area

Figure 1

Study Area



N:\2017 Projects\3533 Old Town Roseville_Parking_Study\Graphics\GIS\MXD\F02_ParkingBoundary.mxd



On-Street Parking Off-Street Parking

Figure 2

Parking Survey Zones





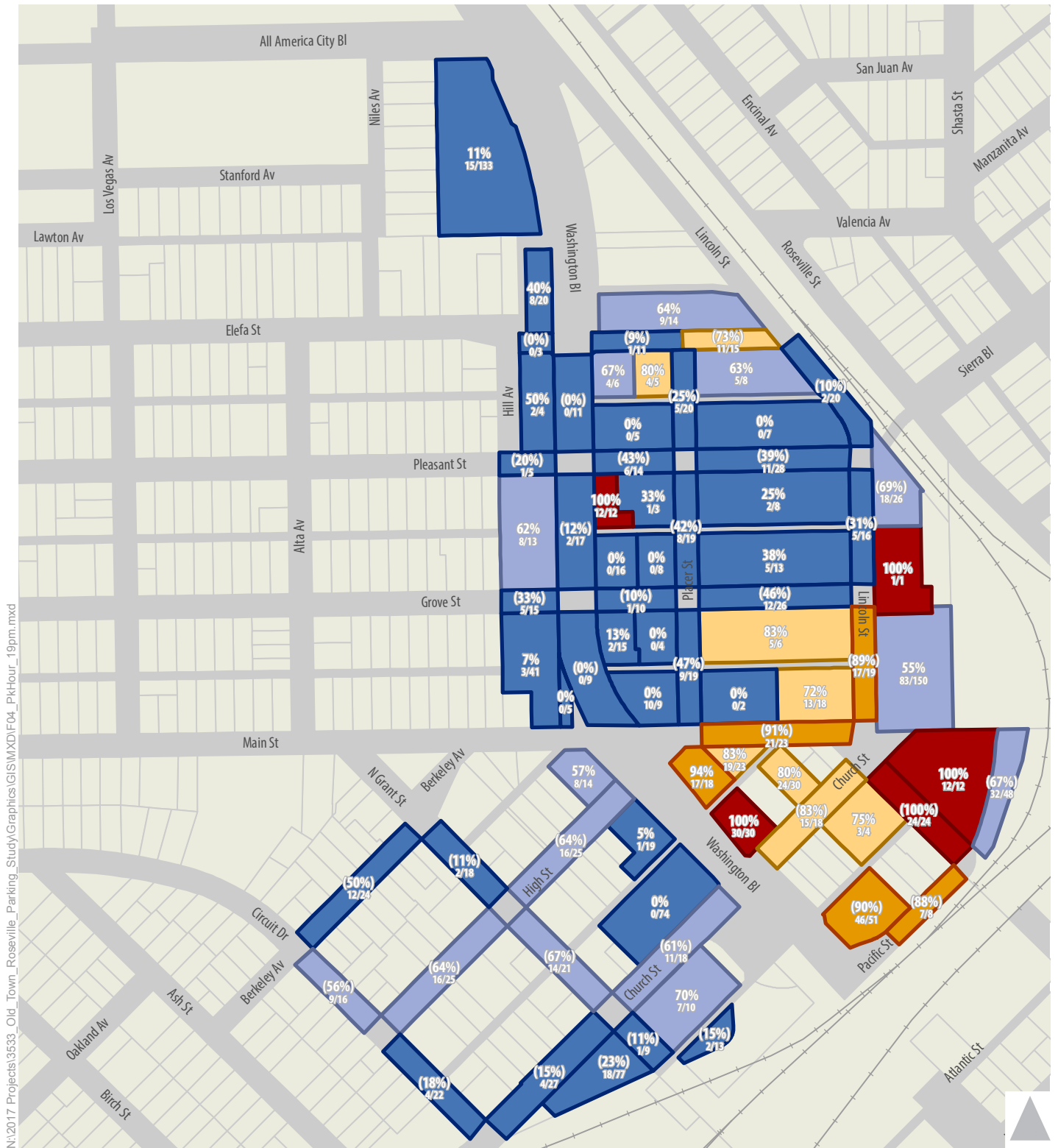
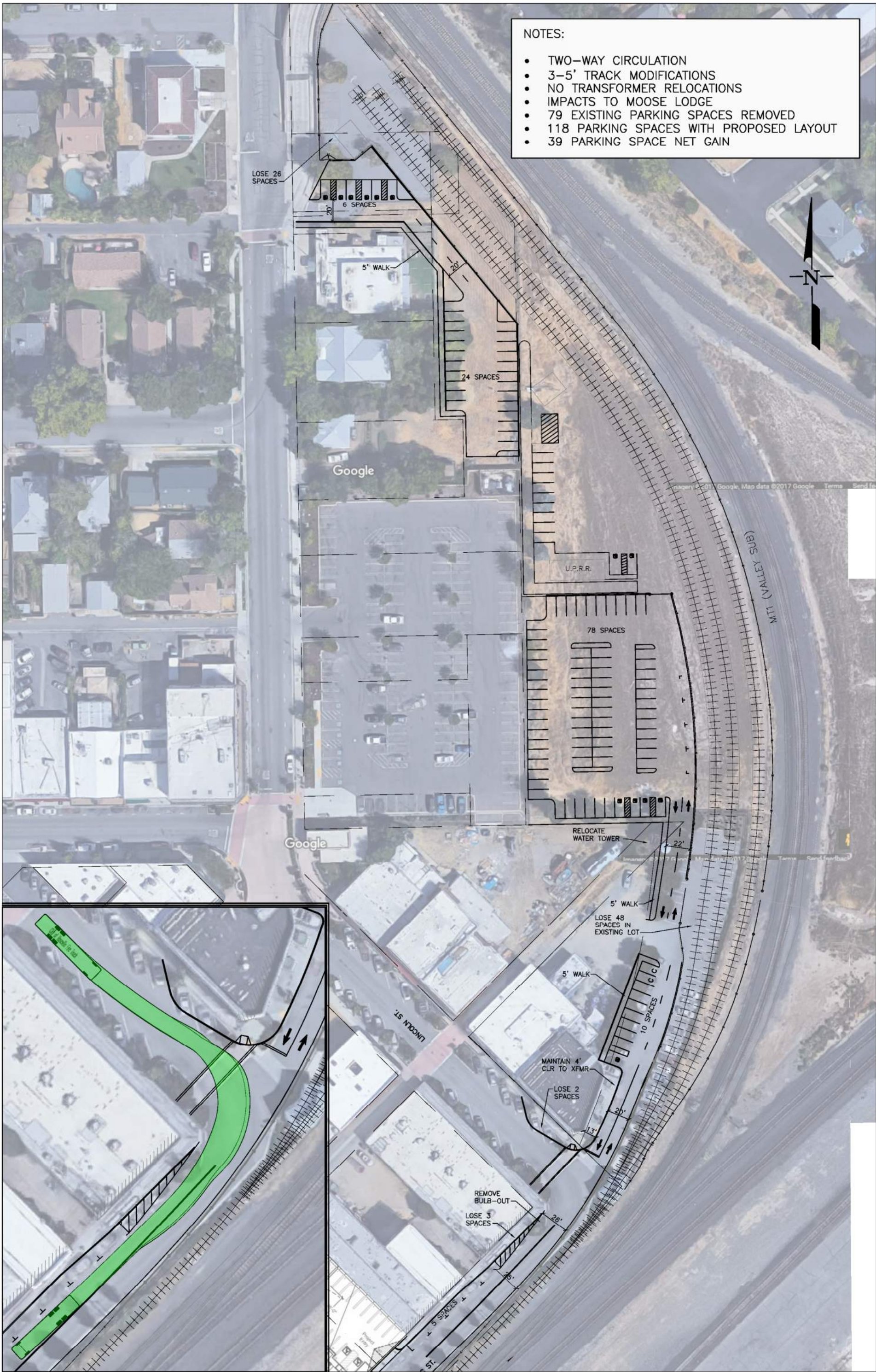
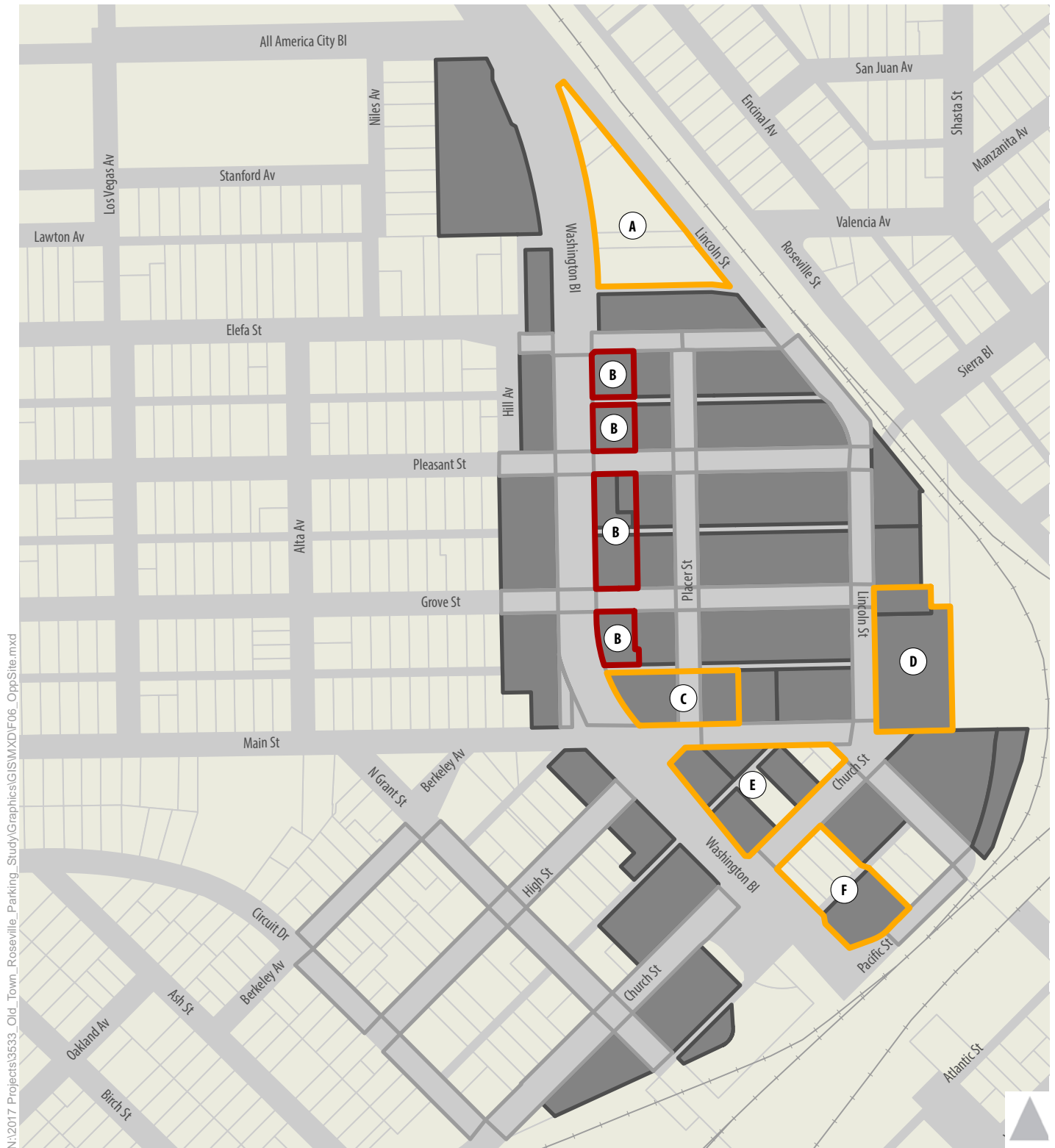


Figure 4

Parking Utilization
Friday 7pm







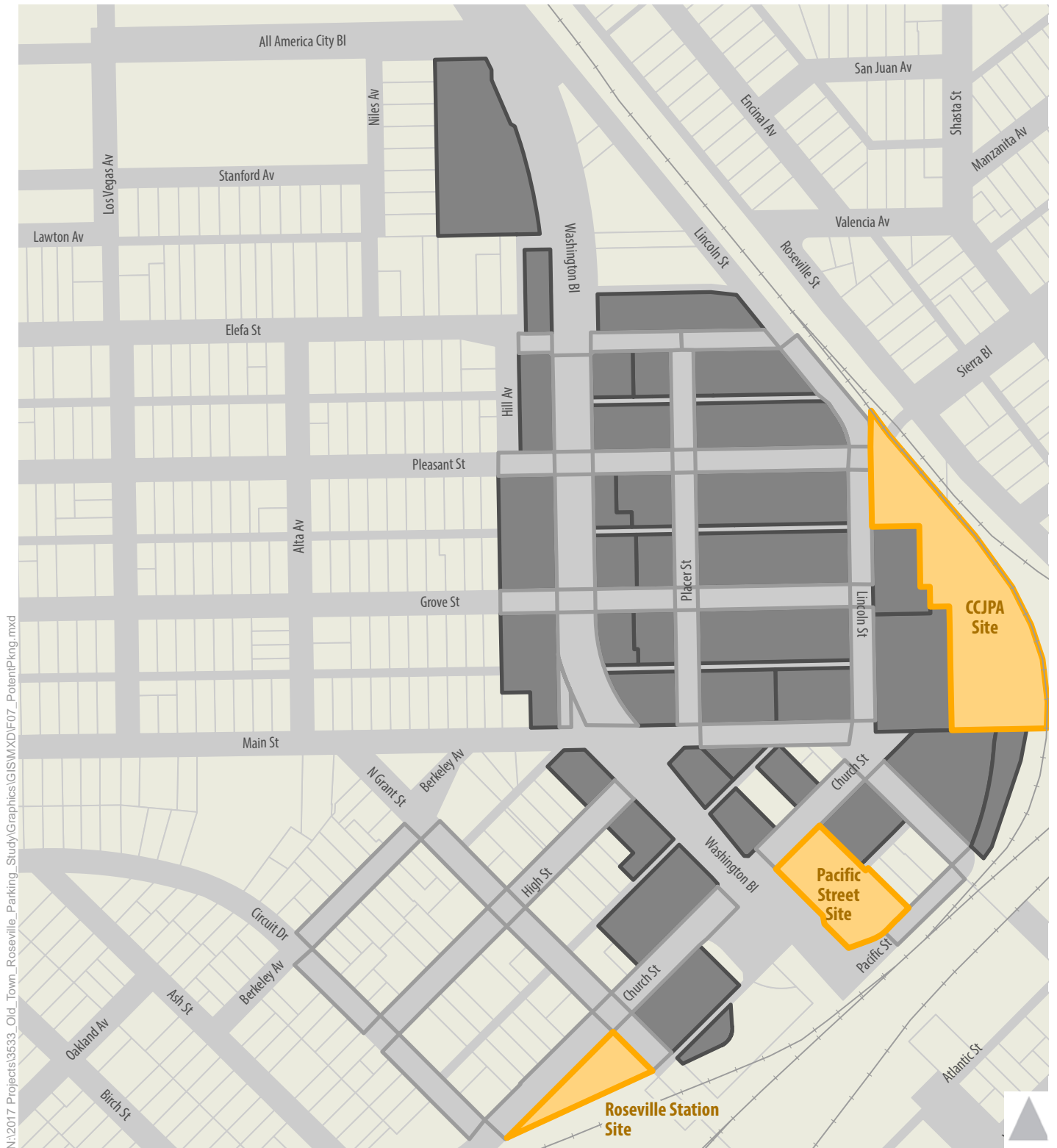
DTSP Opportunity Sites

- Residential/Mixed Use
- Commercial

Figure 6

DTSP Opportunity Sites





 Potential New Parking Facility

Figure 7

Potential New Parking Facility





PROPOSED TOTAL PARKING = 131 SPACES
NOTE: EXCLUDES PARKING RESERVED FOR EXCLUSIVE USE BY CCJPA STAFF AND OPERATORS.



PROPOSED TOTAL PARKING = 129 SPACES
NOTE: EXCLUDES PARKING RESERVED FOR EXCLUSIVE USE BY CCJPA STAFF AND OPERATORS.

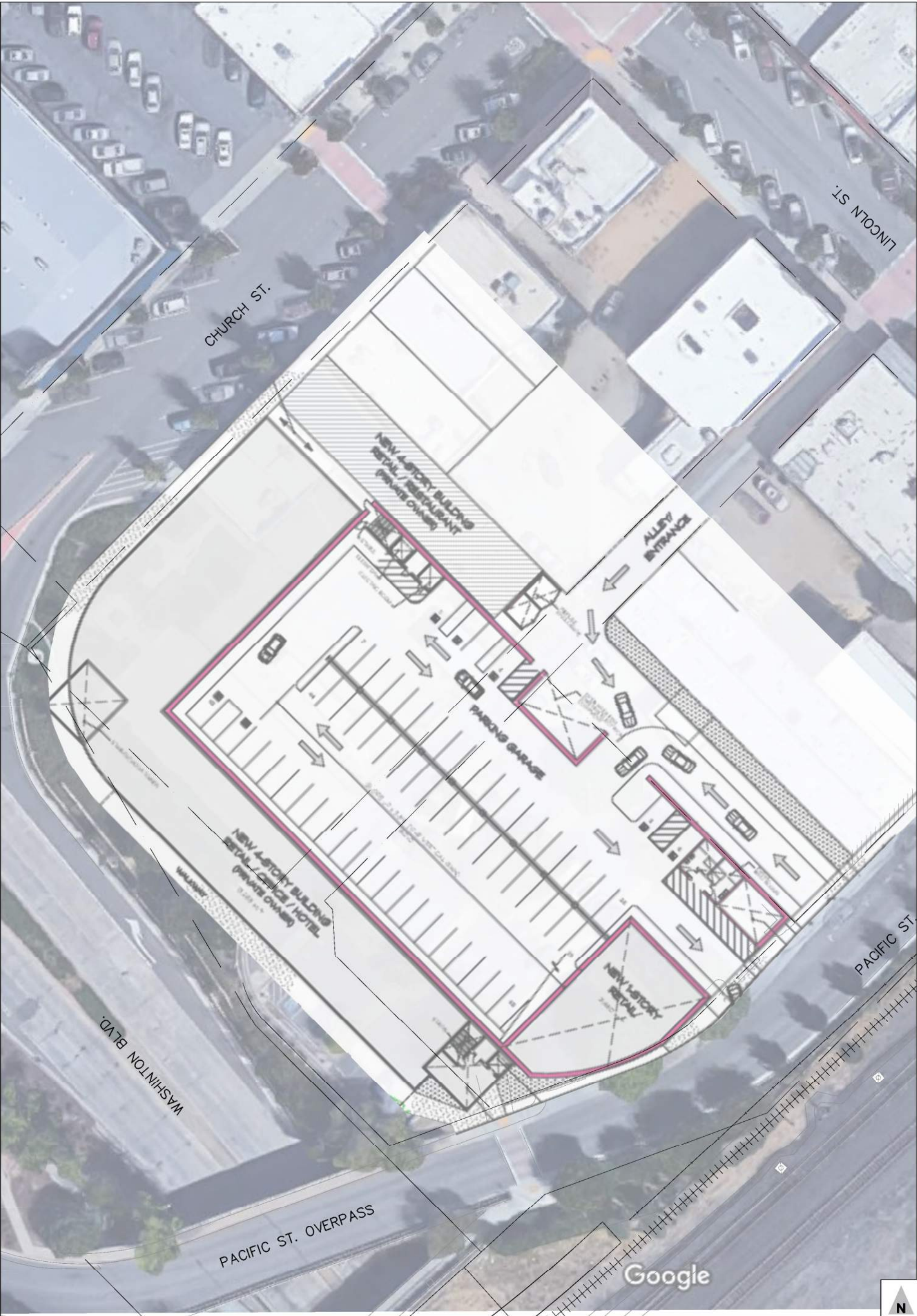


PROPOSED TOTAL PARKING = 105 SPACES
NOTE: EXCLUDES PARKING RESERVED FOR EXCLUSIVE USE BY CCJPA STAFF AND OPERATORS.



PROPOSED TOTAL PARKING = 105 SPACES

TRAIN DEPOT AREA ALTERNATIVE 1 - ON STREET PARKING



Source: Downtown Specific Plan Figure 9.3 - Site Plan

PROPOSED TOTAL PARKING = 400 SPACES

PACIFIC STREET SITE
ALTERNATIVE 1 - DTSP PARKING GARAGE WITH RETAIL

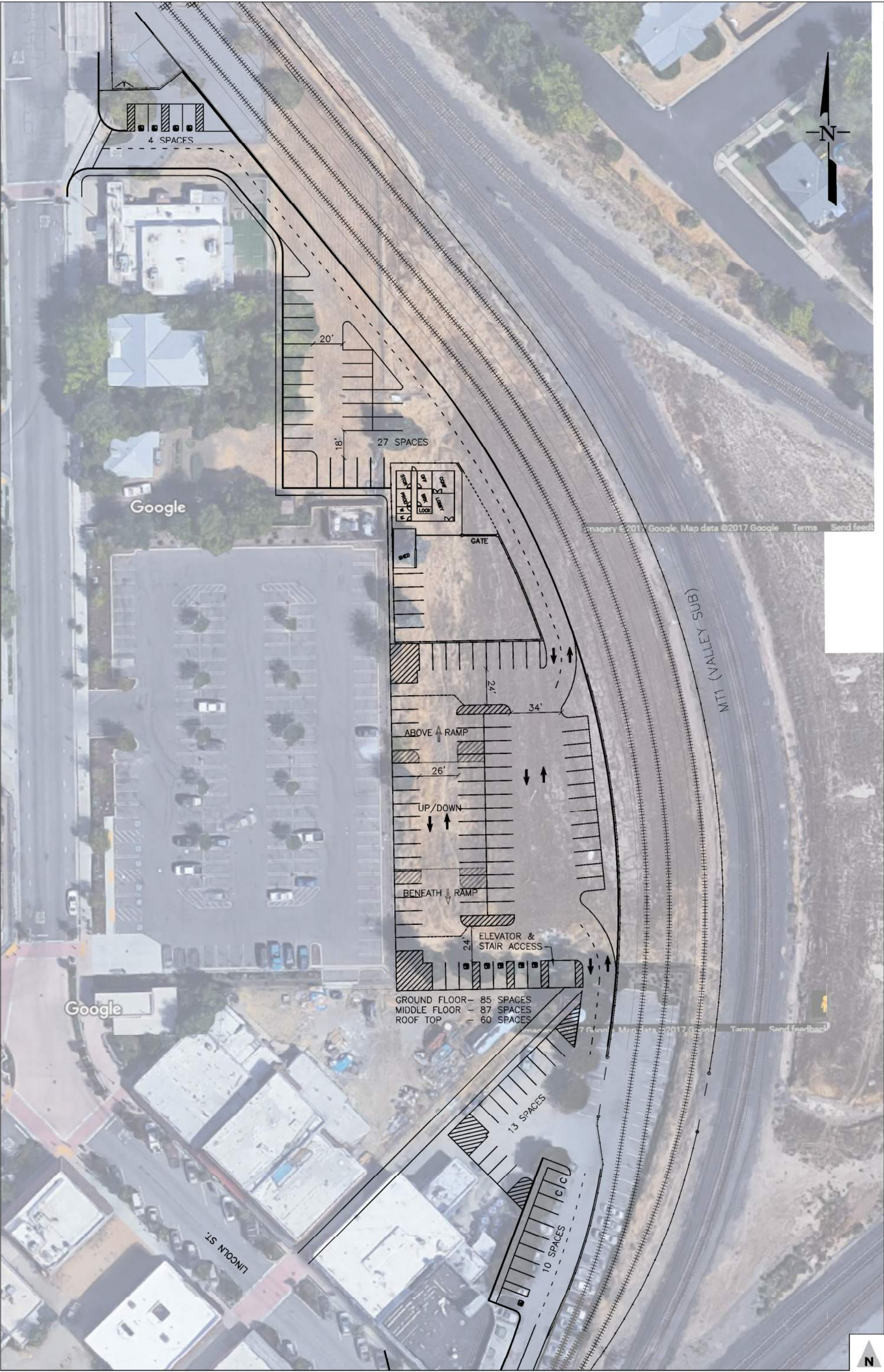


Source: St. Anton Communities, Junction Crossing Conceptual Site Plan

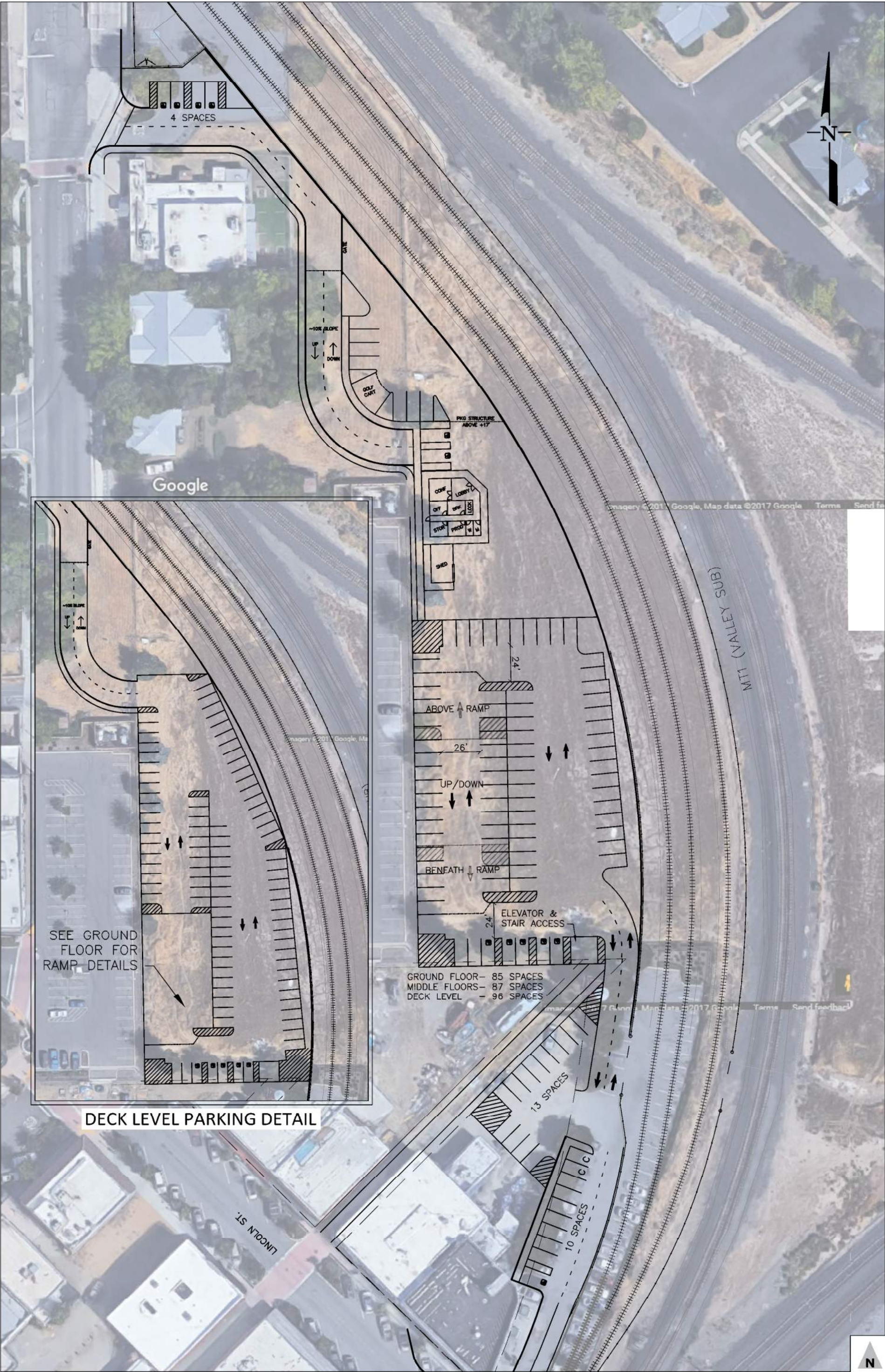
PROPOSED TOTAL PARKING = 86 SPACES

PACIFIC STREET SITE ALTERNATIVE 2 - JUNCTION CROSSING PROJECT

FIGURE A-33



PROPOSED TOTAL PARKING = 286 SPACES
NOTE: EXCLUDES PARKING RESERVED FOR EXCLUSIVE USE BY CCJPA STAFF AND OPERATORS.





COUNCIL COMMUNICATION

CC #: 8831

File #: 0709-05 & 0102-11

Title: Update on Homeless Services and Strategy to Reduce Homelessness

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

Meeting Date: 10/18/2017

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Receive staff presentation on homeless response and local strategic work to reduce and prevent local homelessness.

BACKGROUND

Placer County's recent Homeless Count for January 2017 estimates that there are a total of approximately 663 individuals, both sheltered (emergency and transitional/short-term housing) and unsheltered, who are homeless on any given night in the County of Placer. Of that total, approximately 343 homeless individuals are sheltered and unsheltered in Roseville, Rocklin, Loomis, and Lincoln. Homeless Counts over the last ten years have stayed consistent with these numbers, adjusting with population increases. Two-thirds of local unsheltered homeless persons are single males. The local population is comprised of experiences in both short-term and chronic homelessness. Half of the population has been chronically homeless, experiencing homelessness for two or more consecutive years or multiple times over a six year period. Within the unsheltered chronically homeless population are high percentages of substance abuse, mental illness or other disabilities, prior contact with the legal system (jail or prison), and untreated trauma. While housing affordable to extremely low income and very low income households is important to reduce and end homelessness, as well as homeless prevention and rapid rehousing programs that assist individuals in need of short-term assistance like a security deposit payment; permanent supportive housing with services and other types of transitional and treatment-based housing is necessary to address the housing needs of chronically homeless individuals with ongoing mental health or substance abuse support services needs. The City of Roseville is working to address these needs through assistance and collaboration with local services providers (Attachment 1), support in the provision of transitional and supportive housing units like those being provided by AMI Housing and proposed with Meta Housing, and efforts to further collaborate and refer clients through city participation in the local coordinated entry system.

Local objectives for the City of Roseville related to homelessness include:

- Addressing the needs of all residents within our communities, including response to local needs for food,

shelter, and human services in balance with the needs and costs of serving our entire community with the provision of fundamental city services.

- Efficiently using public resources in a cost-effective manner that reduces the homeless population and protects residents of the overall community.
- Reducing instances and duration of homelessness within our communities.
- Creatively and effectively responding to the local impacts of homelessness.
- Identifying new opportunities to innovatively address the root causes of homelessness.
- Collaborating as the South Placer County region in response to local needs and impacts resulting from homelessness and using this coordination to maximize efficiency, creativity, and opportunity for additional resources.
- Reduce the negative impacts of homelessness on neighborhoods and open spaces.

The City of Roseville supports and collaborates with many local service providers in their mission to serve local individuals and families who are homeless through emergency shelter, warm meals, groceries, short-term housing and even basic medical services. Our support and collaboration spans over a variety of 6 non-profits that provide programs in the following areas:

- 15 homeless programs/organizations
- 3 food programs
- 14 adult programs
- 20 children and youth programs
- 3 homebuying and home rehabilitation programs, and
- 9 community benefit organizations

Please refer to Attachment 1 for a complete list of nonprofit organizations and services who collaborate with and/or are supported by the City of Roseville.

Overview of local shelter and services. With City assistance, The Gathering Inn provides emergency shelter, meals, clothing, showers, and other resource and referral services, the Salvation Army provides emergency overnight vouchers, meals, and assistance with rent and utility bills, and Saint Vincent de Paul provides warm meals, groceries, clothing, and medical. In order to address long-term needs, Advocates for Mentally Ill Housing (AMIH), Seniors First, Stand Up Placer, Kids First, Roseville HomeStart, and Placer Independent Resource Center have also been in part, supported by the City of Roseville to provide homes, teach life skills, provide handyperson services, and offer grocery delivery.

City of Roseville financial contributions to The Gathering Inn in recent years are shown below. The City provides an undefined amount of additional in-kind General Fund contributions in the costs associated with other city services related to The Gathering Inn, including costs to the Police Department-Social Services Unit, Parks, Housing, Fire, and the City Attorney's Office.

City of Roseville Gathering Inn Contributions

Fiscal Year	CDBG	City General Fund or Other Funds	Total
15/16	\$0	\$9,000 (CBF)	\$9,000
16/17	\$26,500	\$115,000	\$141,500
17/18	\$50,610	\$10,000	\$60,610*

*Homeless prevention, rapid rehousing, and other homeless services funding is awarded on a calendar year. In current calendar year, The Gathering Inn was awarded \$105,000 with The Lazarus Project.

Countywide and emergency shelter provisions. In addition to local regular emergency shelter services shown above, since July 2015, Right Hand Auburn and Volunteers of America have

been running an emergency homeless shelter in Auburn to serve homeless individuals. And in order to provide shelter in case of a severe weather emergency, the City has a Red Cross-approved Severe Weather Plan in place. This plan ensures provision of cooling centers or warming centers in severe weather and emergencies. The Placer County Fair and Events Center and the Maidu Community Center are two of the centers provided for overnights stays during these circumstances.

New homeless prevention and rapid rehousing funding. While maintaining the continued efforts listed above, the City initiated a program this year to fund homeless prevention and rapid rehousing services in Roseville. With awards being adopted early spring, nearly \$500,000 of grant funds have been disbursed into the community for local non-profit collaborations to make available for short-term assistance to keep people out of homelessness or get them rehoused from homelessness. These funds are being monitored with additional outcome measures in an effort to ensure effective use and require greater coordination through access and input into the countywide homeless management information system or HMIS. These funds are already reducing instances of homelessness in Roseville according to preliminary results, which will be further detailed as part of staff presentation of this item.

All totaled, the City administers or contributes financially approximately \$1,000,000 in resources annually to provide assistance in the prevention of homelessness and administration services to those in need Attachment 1).

In addition to the City's funding efforts, it has also accomplished the following advances in this past year:

- Completion of the City-initiated study in an effort to gain a more in-depth snapshot of individual needs in Roseville and characteristics of the local homeless community.
- Creation of the Social Services Unit of the Police Department, using a Problem-Oriented Police (POP) Model, which provides a proactive resource and referral response to local homeless and at-risk individuals with the aim of reducing homelessness rather than solely moving it or using enforcement.
- Increased coordination amongst City and County staff in our day-to-day response towards homelessness and overall practices regarding law enforcement, housing and service referrals, open space clean-up and maintenance, and overall quality of life for the community overall through ongoing collaboration and meetings of the interdepartmental City Homeless Team.
- Increased City expectations of service collaboration and outcomes through the structuring of local grant programs and monitoring and by hosting monthly meetings to foster strengthened relationships and referrals amongst local service providers.
- With the combined work of the Social Services Unit, City Homeless Team, County Probation, County Housing Coordinators, and local non-profit service providers, a Roseville Homeless Response Team has come together and is making significant progress in getting individuals and families housed and in keeping people housed who are at-risk of losing their shelter.
- City coordination with federal Veterans Administration staff for Veterans VASH vouchers and the newly-created County Housing Coordinator positions has been a great resource to the City, as these opportunities have been cornerstones to getting homeless veterans and individuals housed stably. Both of these focused programs, with support from City Social Services Unit and Housing staff, have jointly made great strides in ensuring Roseville residents are housed. Over the past year, 23 veteran households were assisted with VASH vouchers.

Social Services Unit. The Roseville Police Department Social Services Unit (SSU) is a Problem-Oriented Policing (POP) Unit. Routine calls related to homelessness are initially handled by patrol. Chronic, ongoing and substantial quality of life issues are referred to SSU for action, as well as needs of newly homeless or at-risk individuals that can be preemptively diverted from homelessness. SSU has the goal of proactively solving various issues in our community through innovation and solution-based policing methods; striving for long-term and meaning results. SSU uses a blended model of enforcement and social services to create impactful results throughout the community, and particularly highlighted here in the area of homelessness. SSU and its

partnerships have been successful using this uniquely-created Roseville Homeless Response Team model, which has led to 96 individuals who were homeless or at immediate risk of homelessness getting housed over the seven months from December through June. This blended approach of enforcement and social services recognizes that not all individuals who are homeless are ready for services and it also adopts the social services knowledge that building relationships and trust with individuals leads to increased acceptance of services and long-lasting change.

The SSU is led by a licensed social worker with a Masters in Social Work, and consists of a primary POP (Problem-Oriented Police) Officer who works consistently with those experiencing homelessness. Additionally, the unit has an embedded Placer County Probation Officer and the support of a county mental health practitioner who works exclusively with a caseload that consists of homeless individuals currently on probation. SSU also has social work interns who are earning their degrees from California State University, Sacramento (CSUS) who provide direct resourcing and support to homeless individuals and families. Creation of the SSU has made a significant impact in addressing local homelessness, in partnership with city and county Housing staff, county probation and local social services providers (the Roseville Homeless Response Team). Using this team approach, the SSU engages various community-based organizations, as well as city and county departments and the county Housing Coordinators to establish a comprehensive social services plan that creates long-term stability and support for those at-risk and experiencing homelessness. As summarized above, through this model, the city has been able to:

- Provide 163 referrals of homeless individuals to housing and services non-profit and public agencies from December 2016 through June 2017;
- Assist in the successful housing of 73 individuals in permanent housing;
- Contribute to another 23 individuals gaining shelter in transitional and other types of housing (treatment, relatives, transitional housing, etc.);
- Reduce ongoing calls for service to police, fire, and emergency medical; and
- Lower the cost of city response per individual by identifying long-term solutions.

These outcomes are quite notable and demonstrate the importance of local partnerships and collaboration, as well as the cutting edge model of the Social Services Unit and Roseville Homeless Response Team working across city, county and local non-profit organizations.

Collective Efforts. To improve coordination with homeless service providers and other service providers, Roseville City staff and Roseville Police Department staff host monthly Roseville Homeless and Housing Service Providers meeting and regularly attend meetings sponsored by the local Continuum of Care – Homeless Resource Council of the Sierras (HRCS) and the special working groups headed by Placer County Health and Human Services staff regarding homeless services and South Placer shelter needs that have occurred since the summer 2015. These South Placer shelter meetings include ongoing discussions about long-term consideration of the South Placer Rescue Mission and provide the opportunity for South Placer cities and Placer County staff to provide updates on local affordable housing and homeless services projects and activities.

The Police Department SSU participates in regional meetings and strategies regarding law enforcement and homelessness, including California Highway Patrol meetings and police meetings in Sacramento County and throughout the Central Valley. Roseville city staff also maintain regular contact and participation with the Placer Collaborative Network (PCN), Placer Community Foundation (PCF) and the Placer Consortium on Homelessness (PCOH).

Strategies Going Forward. In an effort to further address local needs in connection with homelessness, staff plans to continue:

- Collaborating within Roseville and with Placer County in a coordinated response to the needs and challenges of homelessness.
- Utilizing its successful Roseville Homeless Response Team model, utilizing the Social Services Unit of the Roseville Police Department, County Housing Coordinators, County Probation and Mental Health, City Homeless Team staff, and local non-profit service providers.
- Communicating amongst city representatives and officials, county staff, police and sheriff staff, including working with the countywide jail and legal system, in order to better coordinate regional provision of services and response.
- Finding opportunities for individuals who are homeless and receiving local services to give back to the communities where they are being served.
- Identifying opportunities for utilizing housing and services resources to support the City response in preventing and ending homelessness for individuals and families, including potential utilization of a homeless referral component to the Housing Choice Voucher program and seeking additional private and public resources to address local needs, like additional VASH vouchers or Sutter grants.

Staff believes that significant advances are being made locally due to the increase in collaboration, utilization of the cutting-edge Social Services Unit and Homeless Response Team model, an outcome-focused approach that focuses on reducing service duplication, and the additional resources that were allocated to Homeless Prevention and Rapid Rehousing services. Through this coordinated response, Roseville is showing a commitment to the overall health of its community and all of its residents.

FISCAL IMPACT

Details of the funding invested in social services and homelessness is detailed in the attachment, totaling \$1,150,520.00 and another \$15,100,000.00 in affordable housing assistance, all of which is provided through Community Benefit Fund, Community Development Block Grant Fund, Homeless Prevention and Rapid Rehousing Funding, Sutter Health's Getting to Zero Funding, and local affordable housing funding. These investments do not impact the General Fund.

There are costs associated with homelessness, like open space, code enforcement, open space and parks clean-up, and city attorney costs that do impact the General Fund. The City estimates a cost of approximately \$50,000.00 for parks and open space clean-up. City attorney costs associated with legal review, training, and interpretation is approximately \$11,000.00 with another \$1,500.00 for citation review and enforcement support. Costs associated with the Social Services Unit are not additional to the department. It is a reallocation of resources combined with a \$40,000.00 grant for supplemental support. By investing resources in preventing and ending homelessness for individuals, overall costs to the City are reduced. National studies show that a homeless individual accessing emergency shelter, emergency medical services, and requiring ongoing police response calls can cost \$40,000.00 per year on average. By comparison, rapid rehousing costs average \$6,578.00 per household and permanent housing costs are \$26,000.00-\$33,000.00 per household and create lasting improvements to household health and stability.

ECONOMIC DEVELOPMENT / JOBS CREATED

The work of local efforts in response to homelessness is carried out by many individuals and organizations within the community, including service non-profits, the City of Roseville Homeless Response Team, and the County of Placer.

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000.00 in direct government spending. Therefore, the total local contributions into the community has the potential to generate 125 job years with the expenditure of just the service related funds of \$1,150,520.00.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). The services and strategies in this report do not include the potential for a significant environmental effect, and therefore is not subject to CEQA. Any housing projects that result from city efforts in this area are reviewed individually for environmental impact.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Summary of Roseville Homeless Services and Efforts

FY 2016-2017 City of Roseville Giving	SERVICE	INFO EXCHANGE	Roseville Housing Authority	CDBG/HCD	Citizens Benefit Fund	Homeless Prevention and Rapid Rehousing and Sutter Funds	Current Fiscal Year Total	Notes
HOMELESS AND RAPID REHOUSING								
24/7 Homeless Shelter and Services Center	to be determined	County proposal for a 24/7 shelter						
Advocates for Mentally Ill Housing (AMIH)	provide housing and life skills programs to adults with mental illness			\$95,000	\$10,000	\$143,186	\$248,186	AMIH is lead organization of HPRR program, shared amount with St. Vincent, Stand Up Placer and Kids First. Staffs a Housing Coordinator position.
The Gathering Inn	provide meals, showers, clothes, social and employment services, and shelter			\$26,500	\$10,000	\$105,000	\$141,500	TGI is lead organization of HPRR program, shared amount with The Lazarus Project
Grass Valley Salvation Army	provide meals, services, shelter						\$0	Staffs Homeless Management Information System (HMIS)
Housing Resource Council of the Sierras (HRCS)	coordinates continuum of care (services network) in Nevada and Placer Counties, including countywide Homeless Point in Time Counts	emergency, transitional, perm supportive and rapid rehousing, HMIS, shelter,homeless services exchange		\$7,405	\$7,500		\$14,905	
Nevada County Behavioral Health	provide mental health and substance abuse treatment services						\$0	
Northern CA/Central Valley Homeless roundtable		homeless services exchange					\$0	
Placer Collaborative Network (PCN)		homeless services exchange		\$2,000			\$2,000	
Placer Consortium on Homelessness (PCOH)		homeless services exchange					\$0	
Roseville Home Start	provide support servies and transitions homeless families into affordable permanent housing			\$10,000	\$10,000	\$70,000	\$90,000	
Roseville Salvation Army Homeless Voucher Program	provide emergency assistance to homeless and those at risk of homelessness					\$60,000	\$60,000	
Sacramento Steps Forward	Assessment of Unsheltered Homeless Individuals in Roseville					\$36,814	\$36,814	
Saint Vincent De Paul (SVDP)	provide groceries, meals, clothing, and medical care to homeless and lower income			\$15,000	\$10,000		\$25,000	
Turning Point	provide mental health services through County						\$0	
Volunteers of America	provides Ready to Rent and rapid rehousing programs and assistance					\$85,000	\$85,000	Staffs Right Hand Auburn Shelter and a Housing Coordinator position
						Total	\$703,405	
FOOD PROGRAMS								
Placer Food Bank	Food program				\$10,000		\$10,000	
Sierra College Foundation	Emancipated Youth Care Packs				\$7,500		\$7,500	
What Would Jesus Do (WWJD)	Mobile Food Service for Homeless, transitional homeless and the working poor						\$0	
						Total	\$17,500	
ADULT PROGRAMS								
Eskaton Foundation	Transportation plus & wellness checks				\$7,500		\$7,500	
Gold County Chaplaincy	Counseling for military and vets				\$10,000		\$10,000	
Nevada County Behavioral Health	provide mental health and substance abuse treatment services						\$0	
Placer ARC	Adult disabilities assistance programs				\$10,000		\$10,000	
Placer County Health and Human Services Adult System of Care (ASOC)	provide mental health and substance abuse treatment services						\$0	
Placer Veteran Stand Down	services connection event for veterans				\$10,000		\$10,000	

Project Go	services to low to moderate income individuals and at-risk families and seniors						\$0	
Roseville Adult School	Spanish GED Preparation Class				\$2,500		\$2,500	
Roseville Alano Club	Recovery Room Improvements				\$6,740		\$6,740	
Seniors First	provide info, assistance, rides, health, nutritions, and home repair to seniors			\$65,000	\$10,000		\$75,000	
Sierra Mental Wellness Group	Mental Health Scholarship Fund				\$7,500		\$7,500	
Society for the Blind	Low Vision & Blindness Skills Training				\$10,000		\$10,000	
Stand Up Placer	provide services to victims of domestic violence and sexual assault			\$11,500	\$10,000		\$21,500	
Wellness Within	3 day cancer retreats				\$7,500		\$7,500	
						Total	\$168,240	
CHILDREN AND YOUTH PROGRAMS								
Assistance League of Greater Placer	Operation school bell				\$8,770		\$8,770	
A Touch of Understanding	Disability awareness in schools				\$10,000		\$10,000	
Barbara Chilton Middle School	percussion, sheet music and accessories for youth				\$2,500		\$2,500	
Campus Life Connection	Anti-Bullying Workshops				\$10,000		\$10,000	
Child Advocates of Placer County	CASA/Mentor Project				\$10,000		\$10,000	
City of Roseville Parks & Recreation	Youth Passport program			\$10,000	\$10,000		\$20,000	
Dyslexia Alliance	Pathways to Literacy				\$5,520		\$5,520	
Keaton Raphael Memorial	Support for children with cancer				\$10,000		\$10,000	
Kids First	provide counseling and resources to end child abuse and neglect			\$15,000	\$10,000		\$25,000	
My Mothers Voice	Book program for youth				\$10,000		\$10,000	
Oakmont High School	Transformation from Library to Learning				\$1,875		\$1,875	
ReCreate	STEM Education				\$10,000		\$10,000	
Robert C Cooley Middle School	Band Instrument Supplement Program				\$2,500		\$2,500	
Roseville Joint Unified High School	Yearbook Class				\$2,500		\$2,500	
Roseville Police Activities League	Summer Gym Program for at-risk youth				\$10,000		\$10,000	
Roseville Theatre Arts Academy	Title 1 Schools Theatre Experience				\$7,218		\$7,218	
Roseville Utility Exploration Center	School tours/transportation				\$3,000		\$3,000	
Rotary Club of Roseville Foundation	Miles of Smiles Program				\$10,000		\$10,000	
Sierra Forever Families	Finding Forever Families for foster kids				\$10,000		\$10,000	
The Me One Foundation, Inc.	Me-One Camp Challenge				\$10,000		\$10,000	
						Total	\$178,883	
COMMUNITY BENEFIT								
City of Roseville Fire Department	volunteers in prevention				\$5,500		\$5,500	
City of Roseville Police Department	outreach/crime prevention programs				\$7,500		\$7,500	
Performing Arts of Roseville	Music in the Park				\$10,000		\$10,000	
Placer Multi-Disciplinary Interview Center	Placer MDIC Center Support				\$10,000		\$10,000	
Placer SPCA	Spay & Neuter Program				\$10,000		\$10,000	
Roseville Community Concert Band	Music Camp and Concert Production				\$10,000		\$10,000	
Roseville Historical Society	Operations & Support				\$9,500		\$9,500	
Stand Out Talent	Tower Theatre Venue Improvement				\$10,000		\$10,000	
Tommy Apostolos Fund	Tommy Apostolos Fund				\$10,000		\$10,000	
						Total	\$82,500	
	Totals		\$0	\$257,405	\$393,123	\$500,000	\$1,150,528	



COUNCIL COMMUNICATION

CC #: 8815

File #: 0800-05 & 0102-11

Title: Content Management Replacement & Website Redesign Project Update

Contact: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Meeting Date: 10/18/2017

Item #: 9.3.

RECOMMENDATION TO COUNCIL

This presentation will briefly go over the City's new website which is expected to go live in November.

BACKGROUND

Over the last year, staff members across all departments have been working together with a new website vendor, to replace the City's current content management system and to redesign the website.

FISCAL IMPACT

There is no new fiscal impact, however the total cost of the project did not exceed \$86,000.00. Funding was included in the FY15/16 operational and PEG funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Morgan Flowers, Business Systems Analyst II

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager