



AGENDA

REGULAR MEETINGS OF THE
ROCKLIN CITY COUNCIL,
ROCKLIN PUBLIC FINANCING AUTHORITY
AND SUCCESSOR AGENCY

February 27, 2018

TIME: 6:00 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us

MEETING PROCEDURES AND STANDARDS OF DECORUM

For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required five minute time limit, unless the time is adjusted by the Mayor.

For items not listed on the agenda, any person may do so under "Citizens Addressing the City Council." Speakers are limited to five minutes and the item must be under the jurisdiction of the Rocklin City Council. As a reminder, the Brown Act does not permit the Council to take action on items brought up under "Citizens Addressing the City Council."

Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen.

Although not required, speakers are requested to identify themselves by stating their name and city of residence for the official record. Time will be monitored on the lectern. When the time reaches zero, please be seated.

Any person who disrupts the meeting of the Council, may be barred by the Mayor from further audience before the Council during that meeting.

All remarks shall be addressed to the Council as a body and not to any member thereof, or to staff, or to the public. No person, other than a member of the Council, the City Manager or the City Attorney and the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing related to an agenda item for the open session of this meeting distributed to the City Council, Public Financing Authority or Successor Agency less than 72 hours before this meeting is available for inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours. These writings will also be available for review at the council meeting in the public access binder located on the table at the back of the Council Chambers. If you have questions related to this agenda, please call 916-625-5588.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public meeting and public hearing processes, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5588 well in advance of the public meeting or public hearing you wish to attend so that we may make every reasonable effort to accommodate you.

ELECTRONIC PRESENTATIONS

All persons with electronic presentations for public meetings will be required to bring their own laptop or other form of standalone device that is HDMI or VGA compatible. It is further recommended that presenters arrive early to test their presentations. The City is not responsible for the compatibility or operation of non-city devices or the functionality of non-city presentations.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

INTRODUCTION

1. Meeting called to order at
2. Pledge of Allegiance
3. Roll Call:
 - A. Councilmembers:
 - B. City Personnel:
 - C. Commissioners:

COUNCIL REPORTS

4. Reports from Boards, Committees, and Commissions (Verbal)

AGENDA REVIEW

5. Agenda Modifications

PUBLIC FINANCING AUTHORITY

6. [Resolution of the Public Financing Authority Accepting the Audited Basic Financial Statements for the Year Ended June 30, 2017](#)

Staff Presentation by Mary Rister

CITY COUNCIL

7. [Resolution of the City Council of the City of Rocklin Accepting the Comprehensive Annual Financial Statements and Gann Appropriations Limit Schedule for the Fiscal Year Ended June 30, 2017](#)

Staff Presentation by Mary Rister

CITIZENS ADDRESSING THE CITY COUNCIL

Members of the public may address the City Council at this time on any item of business of interest to the public that is not on the agenda. Speakers are limited to five minutes unless the time is extended by the presiding officer. Council members may briefly respond to statements made or questions asked by a speaker, but may not make any decisions or take action on any item not on the agenda. Although not required, it is appreciated if speakers provide their name and city of residence.

8. NAME AND CITY

CONSENT CALENDAR

The following routine matters can be acted upon by one motion. Individual items may be removed by the Council for separate discussion. The title is deemed to be read and further reading waived of any ordinance listed on the Consent Calendar for introduction or adoption.

9. [City Council Special Meeting Minutes of February 12, 2018](#)
10. [City Council, Public Financing Authority & Successor Agency Meeting Minutes of February 13, 2018](#)
11. [City Council Special Meeting Minutes of February 13, 2018](#)
12. [Whitney Ranch Phase III Subdivision](#)
 - A. [Adoption of Resolution of the City Council of the City of Rocklin Approving a Resolution Amending the General Plan Land Use Designations for Multiple Sites in the Whitney Ranch / Sunset Ranchos Planning Area \(Whitney Ranch Phase III Subdivision / GPA2017-0003\)](#)

- B. [Move to Approve Ordinance No. 1089 Approving the Twelfth Amendment to the Northwest Rocklin Annexation Area General Development Plan, Replacing and Superseding Ordinance 1060 and Retaining Ordinance 932, and Rezoning Multiple Sites in the Whitney Ranch / Sunset Ranchos Planning Area \(Whitney Ranch Phase III Subdivision / PDG2017-0004 and Z2017-0005\),](#)
- C. [Adoption of Resolution of the City Council of the City of Rocklin Approving a Small Lot Tentative Subdivision Map \(Whitney Ranch Phase III Small Lot Tentative Subdivision Map / SD2017-0007\)](#)

Staff Presentation by Bret Finning

- 13. [Resolution of the City Council of the City of Rocklin Supporting the Reducing Crime and Keeping California Safe Act of 2018](#)

Staff Presentation by Chad Butler

- 14. [Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Grant Deed Accepting Parcel 017-084-001-000 From Sunset Ranchos Investors, LLC and a Separate Grant Deed Transferring Same to Evergreen/Rocklin Land Joint Venture](#)

Staff Presentation by Marc Mondell

- 15. [Resolution of the City Council of the City of Rocklin Amending Resolution 2016-93 and Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act](#)

Staff Presentation by Michael Green

- 16. [Resolution of the City Council of the City of Rocklin Electing to Rescind Health Benefit Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization](#)

Staff Presentation by Michael Green

- 17. [Resolution of the City Council of the City of Rocklin Approving Agreement for the Dedication of Land \(Deer Creek Park\)](#)

Staff Presentation by Sarah Novo

PUBLIC HEARINGS

Written Material Introduced Into the Record: Citizens wishing to introduce written material into the record at the public hearing on any item are requested to provide a copy of the written material to the City Clerk prior to the public hearing date so that the material may be distributed to the City Council prior to the public hearing.

Court challenges to any public hearing items may be limited to only those issues which are raised at the public hearing described in the notice or in written correspondence delivered to the City at or prior to the public hearing.

18. [Rocklin Gateway Apartments](#)

Consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$45,000,000 in outstanding aggregate principal amount, to finance the acquisition and construction of a 204-unit multifamily rental housing project located at 4750 Pacific Street, Rocklin, California

- A. [Resolution of the City Council of the City of Rocklin Approving the Issuance by the California Public Finance Authority of Multifamily Housing Revenue Bonds in an Aggregate Principal Amount Not to Exceed \\$45,000,000 for the Purpose of Financing or Refinancing the Acquisition and Construction of Rocklin Gateway Apartments \(Catalyst Housing Group\) and Certain Other Matters Relating Thereto](#)

Staff Presentation by Nathan Anderson

19. [Vista Oaks/Highlands Parcel A Time Extension](#)

Request for approval of a two-year extension of time for two previously approved projects:

Vista Oaks (Resolution No. 2006-351) – A Tentative Subdivision Map and a Tree Preservation Plan Permit to allow a 93.2-acre site to be subdivided into 100 single-family residential lots on approximately 32.3 acres (including streets), and five open space parcels on approximately 60.9 acres.

Highlands Parcel A (Resolution No. 2006-354) – A Tentative Subdivision Map and a Tree Preservation Plan Permit to allow a 30.14-acre site to be subdivided into 20 single-family residential lots on approximately 7.27 acres (including streets), and four open space parcels on approximately 22.89 acres.

The project sites are generally located in the City of Rocklin along Secret Ravine Creek easterly of Interstate 80 at the southerly terminus of China Garden Road and north of the Rocklin City Limit.

- A. [Resolution of the City Council of the City of Rocklin Approving a two-Year Extension of the Vista Oaks Tentative Subdivision Map and Oak tree Preservation Plan Permit\(Vista Oaks / SD-2001-04, TRE-2001-30\)](#)
- B. [Resolution of the City Council of the City of Rocklin Approving a two year Extension of the Highlands Parcel a Tentative Subdivision Map and Oak tree Preservation Plan Permit \(Highlands Parcel A / SD-2003-05, TRE-2003-33\)](#)

Staff Presentation by Brett Finning

RESOLUTIONS

20. [Resolution of the City Council of the City of Rocklin of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City of Rocklin \(Local Fire Members in the Rocklin Firefighter's Union Local 3847- Section 20516 Employee Cost Sharing\)](#)

Staff Presentation by Michael Green

21. [Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding \(MOU\) between the City of Rocklin and the Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit](#)

Staff Presentation by Michael Green

22. [Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding \(MOU\) between the City of Rocklin and the Rocklin Police Officers' Association](#)

Staff presentation By Michael Green

23. [Sunset West Oak Lot 30 Riparian](#)

- A. [Resolution of the City Council of the City of Rocklin Approving Brentwood Developments' Request to Reduce the Riparian Setback on Sunset West Lot 30\(APN 365-020-030\) to 20 Feet From Top of Bank, and Require Brentwood Developments to Restore Natural Vegetation From the Structures to the Bank to Prohibit Future Erosion and in Support of Habitat](#)
- B. [Resolution of the City Council of the City of Rocklin Approving Brentwood Developments' Request to Extend Escrow Closing to June 27, 2018 \(120 Days\) on Sunset West Lot 30 - West Oaks Blvd Near Kathy Lund Park \(APN 365-020-030\) and Grant the City Manager the Authority to Extend Escrow Closing an Additional 90 Days \(September 25, 2018\) If the Developer is Making Steady Process](#)

Staff Presentation by Troy Holt

ORDINANCES

24. [Move to Introduce an Ordinance of the City Council of the City of Rocklin Repealing Chapter 1.2; Repealing and Re-enacting Chapter 1.08 and 1.14; Renumbering Chapter 1.16 and 1.18; Amending Sections 8.04.030 and 15.04.080; Amending Subsections 5.04.050\(B\), 5.30.050\(A\), 9.42.050\(A\), 12.04.200\(E\), 17.08.130\(H\), AND 17.08.134\(C\); and Repealing Sections 8.04.040-8.04.200 of the Rocklin Municipal Code Regarding Code Enforcement](#)

Staff Presentation by Steven Rudolph

BID ACTION

25. [Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute the Agreement for the Installation of the Main Guest Services Steel Building at the Rocklin Adventure Park Site](#)
(PBM Construction, Inc.)

Staff Presentation by Jason Johnson

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

26. [City Manager Report](#)
27. [Disposition of Proposed Fire Station No. 23 - New Construction](#)

Presentation by Rick Horst

28. Ad Hoc Committee to Review Options Pertaining to the Tax for Park Purposes- Report

FUTURE AGENDA ITEMS

FUTURE STRATEGIC PLANNING ITEMS

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

29. No Action Required

STRATEGIC PLANNING SESSION

30. Continued from February 16, 2018 Strategic Planning Session (Item to be Discussed Subject to Available Time)

Creating a Fiscal Sustainability Plan

Staff Presentation and Discussion

CLOSED SESSION (Read Closed Session Items - Ask for Public Comment)

31. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: City Manager

ADJOURNMENT

32. Meeting Adjourned at



BACK TO AGENDA



Rocklin Public Financing Authority Report

Subject: Resolution of the Rocklin Public Financing Authority Accepting the Audited Basic Financial Statements for the Year Ended June 30, 2017

Submitted by: Mary Rister Finance Officer (Presenter)
 Angela Doyle Senior Accountant
 Kim Sarkovich ACM/CFO

Date: February 27, 2018

Department: Administrative Services

- **Staff Recommendation:** (motion ready): Resolution of the Public Financing Authority of the City of Rocklin Accepting the Audited Basic Financial Statements for the year ended June 30, 2017

BACKGROUND:

The Joint Exercise of Powers Act of the California Government Code Title 1, Division 7, Chapter 5, requires an annual audit of joint powers authorities and preparation of a report. The Rocklin Public Financing Authority (Authority) is a joint powers authority established by an agreement between the City of Rocklin and the former Rocklin Redevelopment Agency.

The Authority is governed by a Board consisting of members of the City Council. Oversight responsibility, the ability to conduct independent financial affairs, issue debt instruments, approve budgets, and otherwise influence operations and account for fiscal matters is exercised by the Authority's governing board. The Authority is a blended component unit of the City for financial reporting purposes and this Basic Financial Statements report reflects the assets, liabilities, fund balances/net position, revenues, and expenditures/expenses of the Authority only.

The Authority issued Senior and Subordinate Refunding Revenue Bonds secured by revenues from specific assessment districts. The proceeds from that issuance were used to purchase assets consisting of investments in the Special Assessment Bonds of Community Facilities Districts #6, #8, and #9.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- An independent financial audit of the Rocklin Public Financing Authority, performed by the auditing firm of Chavan & Associates, LLP for the year ended June 30, 2017, has been completed.

*Public Financing Authority Report**February 27, 2018**Page 2*

-
- The Basic Financial Statements of the Rocklin Public Financing Authority for the year ended June 30, 2017, have been prepared.
 - Chavan & Associates, LLP has issued an unqualified (“clean”) auditor’s opinion.

Conclusions:

- As required, the annual audit for the year ended June 30, 2017, has been completed and the Basic Financial Statements of the Rocklin Public Financing Authority have been prepared and are now presented to City Council for acceptance by resolution.
- A representative of Chavan & Associates LLP, will be present at the Council meeting to answer any questions.

Recommendations:

- Staff recommends that the City Council adopts the Resolution of the Public Financing Authority of the City of Rocklin Accepting the Audited Basic Financial Statements for the year ended June 30, 2017.

Alternatives:

- None.

Fiscal Impact:

- None.



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachment:

- Resolution of the Rocklin Public Financing Authority Accepting the Audited Basic Financial Statements for the Year Ended June 30, 2017

RESOLUTION NO. 2018- PFA

RESOLUTION OF THE ROCKLIN PUBLIC FINANCING AUTHORITY
ACCEPTING THE AUDITED BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2017

The Rocklin Public Financing Authority does resolve as follows:

Section 1. The Rocklin Public Financing Authority hereby accepts the audited basic financial statements for the year ended June 30, 2017, attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES: Members:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, Secretary

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EXHIBIT A

**ROCKLIN PUBLIC
FINANCING AUTHORITY**
AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2017



CHAVAN & ASSOCIATES, LLP
CERTIFIED PUBLIC ACCOUNTANTS
1475 SARATOGA AVE., SUITE 180
SAN JOSE, CA 95129

**ROCKLIN PUBLIC FINANCING AUTHORITY
 AUDITED FINANCIAL STATEMENTS
 FOR THE YEAR ENDED JUNE 30, 2017**

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FINANCIAL SECTION



Chavan & Associates, LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the
Rocklin Public Financing Authority
Rocklin, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities of the Rocklin Public Financing Authority (the "Authority"), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Rocklin Public Financing Authority as of June 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

1475 Saratoga Ave, Suite 180, San Jose, CA 95129

Tel: 408-217-8749 • E-Fax: 408-872-4159

info@cnallp.com • www.cnallp.com



Chavan & Associates, LLP
Certified Public Accountants

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2017 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

C & A LLP

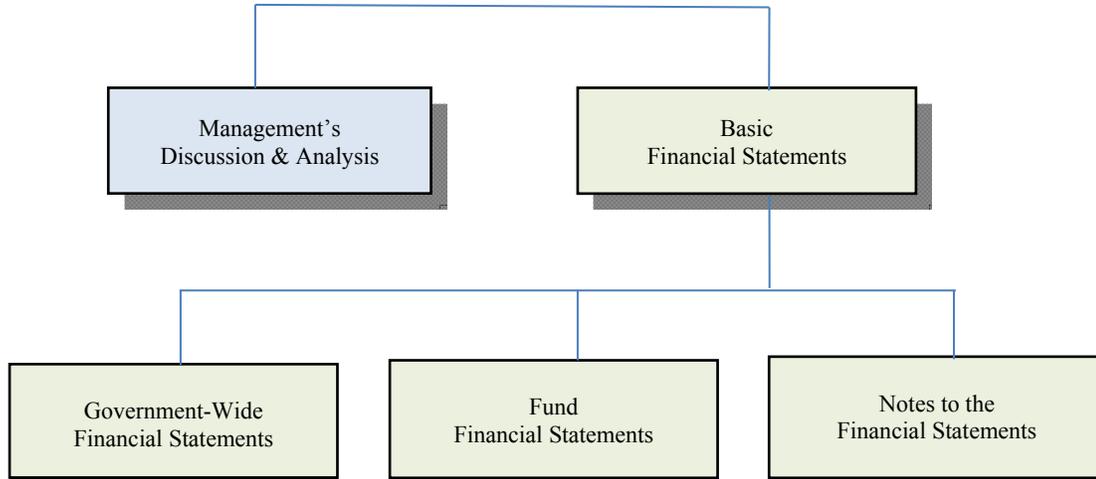
October 31, 2017
San Jose, California

**MANAGEMENT'S DISCUSSION
AND ANALYSIS**

INTRODUCTION

The Management’s Discussion and Analysis (MD&A) is an integral component of the Authority’s Annual Financial Report, as shown in the overview below. The purpose of the MD&A is to present a discussion and analysis of the Authority’s financial performance during the fiscal year that ended on June 30, 2017. This information, presented in conjunction with the Basic Financial Statements is intended to provide a comprehensive understanding of the Authority’s operations and financial standing.

Required Components of the Annual Financial Report



FISCAL YEAR 2016/17 FINANCIAL HIGHLIGHTS

- In the Government-Wide Financial Statements, the Authority’s assets exceeded liabilities for a Net position at June 30, 2017 of \$2,876,049, and increase of \$157,281 from the prior year.
- Net position of \$2,876,049 is classified as restricted.
- In the Government - Wide Financial Statements revenues were \$499,703 which consisted entirely of investment earnings. Expenses were \$342,422
- In the Fund Financial Statements total Governmental fund, fund balances were \$9,971,049. Total fund balance decreased by \$527,719 from last year.

THE BASIC FINANCIAL STATEMENTS

The Basic Financial Statements are comprised of 1) Government-wide (Authority-wide) Financial Statements, and; 2) Fund Financial Statements. These two sets of financial statements provide the reader two different perspectives of the Authority’s financial activities and financial position.

Government-Wide Financial Statements provide a longer-term view of the Authority’s activities as a whole, and comprise the *Statement of Net Position* and the *Statement of Activities*. The *Statement of Net Position* provides information about the financial position of the Authority as a whole, including all its capital assets and long-term liabilities on a full accrual basis, similar to that used by corporations. The *Statement of Activities* provides information about all the Authority’s revenues and all its expenses, also on a full accrual basis, with the emphasis on measuring net revenues and/or expenses for each of the Authority’s programs. The *Statement of Activities* explains in detail the change in Net Position for the fiscal year.

All of the Authority's activities are required to be grouped into government activities and business-type activities. The entire amount in the *Statement of Net Position* and the *Statement of Activities* are also required to be separated into governmental activities or business-type activities in order to distinguish between these two types of activities of the Authority.

Fund Financial Statements report the Authority's operations in more detail than the government-wide statements and focus primarily on the short-term activities of the Authority's general fund and other major funds. The Fund Financial Statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

NOTES TO THE FINANCIAL STATEMENTS

Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found immediately following the fund financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information other than through the MD&A follows the Notes and includes a budgetary comparison for the Authority’s operating fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following table summarized the Authority’s ending net position:

Table 1 - Net Position				
	Governmental Activities		Dollar Change	Percent Change
	2017	2016		
Assets				
Current	\$ 9,971,049	\$ 10,498,768	\$ (527,719)	-5.0%
Total Assets	\$ 9,971,049	\$ 10,498,768	\$ (527,719)	-5.0%
Liabilities				
Current	\$ 805,000	\$ 790,000	\$ 15,000	1.9%
Noncurrent liabilities	6,290,000	6,990,000	(700,000)	-10.0%
Total Liabilities	\$ 7,095,000	\$ 7,780,000	\$ (685,000)	-8.8%
Net Position				
Restricted	2,876,049	2,718,768	157,281	5.8%
Total Net Position	\$ 2,876,049	\$ 2,718,768	\$ 157,281	5.8%

Governmental Activities

An analysis of the changes in revenues and expenses by type of significant events follows:

Table 2 - Statement of Changes in Net Position

Functions/Programs	Governmental Activities		Dollar Change	Percent Change
	2017	2016		
General Revenues				
Investment earnings	\$ 499,703	\$ 531,178	\$ (31,475)	-5.9%
Total General Revenues	499,703	531,178	(31,475)	-5.9%
Expenses				
General government	22,700	24,500	(1,800)	-7.3%
Interest and fiscal charges	319,722	349,106	(29,384)	-8.4%
Total Expenses	342,422	373,606	(31,184)	-8.3%
Increase / (Decrease) in Net Position	157,281	157,572	(291)	0.2%
Net Position, Beginning of Year	2,718,768	2,561,196	157,572	6.2%
Net Position, End of Year	\$ 2,876,049	\$ 2,718,768	\$ 157,281	5.8%

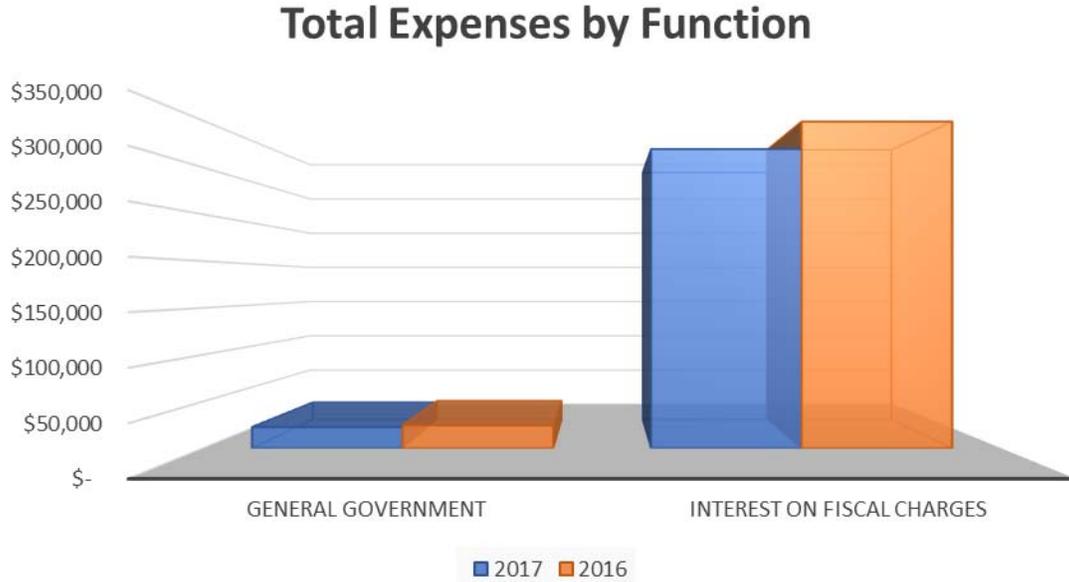
Governmental Revenues

Significant changes in governmental revenues consisted of the following:

- Investment earnings accounted for 100% of all revenue. Interest rates on Authority investments are predetermined and, therefore, subject to limited interest rate risk providing a stable revenue source for the Authority.
- Interest earnings decreased by \$31,475.

Governmental Expenses

The 2016/17 expenses for Governmental Activities decreased by \$31,184 as illustrated in the chart below:



DEBT ADMINISTRATION

The following table summarizes the Authority’s debt at the end of the year:

Table 3 - Long-Term Debt				
	Governmental Activities			
	2017	2016	Dollar Change	% Change
2003 PFA Refunding Revenue Bonds-Senior	\$ 6,440,000	\$ 7,020,000	\$ (580,000)	-8.3%
2003 PFA Refunding Revenue Bonds - Subordinate	550,000	645,000	(95,000)	-14.7%
Total Long-Term Debt	\$ 6,990,000	\$ 7,665,000	\$ (675,000)	-8.8%

Additional detail and information on long-term debt activity is described in the notes to the financial statements.

BUDGETARY HIGHLIGHTS

Changes from the Authority's original budget to the final budget are detailed in the Required Supplementary Information Section along with a comparison to actual activity for the year ended. Changes to the Authority's budget that increase or decrease appropriations in a fund must be approved by a resolution of the Board. Appropriations did not change during the year. The Debt Service Fund adopted and final budgeted revenue was \$492,200. The adopted and final expenditure budget was \$1,019,900.

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide our customers and creditors a general overview of the Rocklin Public Financing Authority's finances and seeks to demonstrate the Authority's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Chief Financial Officer, 3970 Rocklin Road, Rocklin, California, 95677.

**BASIC FINANCIAL
STATEMENTS**

Rocklin Public Financing Authority
Statement of Net Position
June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)

	Governmental Activities	
	2017	2016
ASSETS		
Current Assets:		
Cash and investments	\$ 624	\$ 2,224
Restricted cash and investments	9,970,425	10,496,544
Total Assets	\$ 9,971,049	\$ 10,498,768
 LIABILITIES		
Current Liabilities:		
Interest payable	\$ 105,000	\$ 115,000
Long-term debt - due within one year	700,000	675,000
Total Current Liabilities	805,000	790,000
Noncurrent Liabilities:		
Long-term debt - due after one year	6,290,000	6,990,000
Total Liabilities	\$ 7,095,000	\$ 7,780,000
 NET POSITION		
Restricted	\$ 2,876,049	\$ 2,718,768
Total Net Position	\$ 2,876,049	\$ 2,718,768

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority
Statement of Activities
For the year ended June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)

Functions/Programs	Expenses	Net (Expense) Revenue and Change in Net Position	
		2017	2016
Governmental Activities			
General government	\$ 22,700	\$ (22,700)	\$ (24,500)
Interest and fiscal charges	319,722	(319,722)	(349,106)
Total Governmental Activities	<u>342,422</u>	<u>(342,422)</u>	<u>(373,606)</u>
General Revenues:			
Investment earnings		499,703	531,178
Total General Revenues		<u>499,703</u>	<u>531,178</u>
Change in Net Position		157,281	157,572
Net Position - Beginning of Year		2,718,768	2,561,196
Net Position - End of Year		<u>\$ 2,876,049</u>	<u>\$ 2,718,768</u>

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority

Balance Sheet

Governmental Funds

June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

ASSETS	<u>2017</u>	<u>2016</u>
Cash and investments	\$ 624	\$ 2,224
Restricted cash and investments	9,970,425	10,496,544
Total assets	<u>\$ 9,971,049</u>	<u>\$ 10,498,768</u>
FUND BALANCES		
Restricted	\$ 9,971,049	\$ 10,498,768
Total fund balances	<u>\$ 9,971,049</u>	<u>\$ 10,498,768</u>

The accompanying notes are an integral part of these financial statements.

**Rocklin Public Financing Authority
 Reconciliation of the Governmental Funds Balance Sheet
 to the Government-Wide Statement of Net Position
 June 30, 2017**

Total Fund Balances - Total Governmental Funds \$ 9,971,049

Amounts reported for governmental activities in the statement of net position were different because:

Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet. (105,000)

Long-term obligations were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet. The long-term liabilities were adjusted as follows:

Revenue Bonds (6,990,000)

Net Position of Governmental Activities \$ 2,876,049

The accompanying notes are an integral part of these financial statements.

EXHIBIT A

Rocklin Public Financing Authority
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the year ended June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)

	2017	2016
REVENUES		
Use of money and property	\$ 499,703	\$ 531,178
Total Revenues	<u>499,703</u>	<u>531,178</u>
EXPENDITURES		
Current:		
General government	22,700	24,500
Debt service:		
Principal	675,000	645,000
Interest and fiscal charges	329,722	357,106
Total Expenditures	<u>1,027,422</u>	<u>1,026,606</u>
Excess (Deficiency) of Revenues over Expenditures	<u>(527,719)</u>	<u>(495,428)</u>
Net Change in Fund Balances	(527,719)	(495,428)
Fund Balances Beginning	<u>10,498,768</u>	<u>10,994,196</u>
Fund Balances Ending	<u>\$ 9,971,049</u>	<u>\$ 10,498,768</u>

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority
Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Government-Wide
Statement of Activities
For the year ended June 30, 2017

Net Change in Fund Balances - Total Governmental Funds \$ (527,719)

Amounts reported for governmental activities in the Statement of Activities and Changes in net position were different because:

Repayment of long-term debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of net position. 675,000

Interest expense on long-term debt was reported in the Government-Wide Statement of Activities and Changes in net position, but it did not require the use of current financial resources. Therefore, interest expense was not reported as expenditures in governmental funds. The following amount represented the net change in accrued interest from from prior year. 10,000

Change in Net Position of Governmental Activities \$ 157,281

The accompanying notes are an integral part of these financial statements.

**NOTES TO FINANCIAL
STATEMENTS**

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

On December 13, 1994, pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, the City of Rocklin (City) authorized the formation of a joint powers authority with the former Rocklin Redevelopment Agency to be known as the Rocklin Public Financing Authority (Authority).

The Authority is governed by a Board consisting of members of the City Council. Oversight responsibility, the ability to conduct independent financial affairs, issue debt instruments, approve budgets, and otherwise influence operations and account for fiscal matters is exercised by the Authority's governing board. The Authority is a blended component unit of the City for financial reporting purposes and the accompanying basic financial statements reflect the assets, liabilities, fund balances/net position, revenues, and expenditures/expenses of the Authority only.

The basic financial statements of the Authority have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below.

A. Financial Reporting Entity

As defined by GASB Statement No. 39, *The Financial Reporting Entity*, the Authority is not financially accountable for any other entity other than itself, nor are there any other entities for which the nature and significance of their relationship with the Authority are such that exclusion would cause the Authority's financial statements to be misleading or incomplete.

B. Basis of Presentation, Accounting and Measurement Focus

The accounts of the Authority are organized and accounted for in a governmental type debt service fund, which is considered a separate accounting entity. This debt service fund was established to account for the debt service activity of the Public Financing Authority. The operations of a fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in a fund based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The Authority's government-wide financial statements include a *Statement of Net Position* and a *Statement of Activities*. These statements present summaries of governmental activities for the Authority.

These statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the Authority's assets, deferred outflows of resources, liabilities, deferred inflows of resources (including capital assets, as well as infrastructure assets, and long-term liabilities), are included in the accompanying *Statement of Net Position*, as applicable. The *Statement of Activities* presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The *Statement of Activities* demonstrates the degree to which the direct expenses of a given

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment.

Governmental Fund Financial Statements

Governmental fund financial statements include a *Balance Sheet* and a *Statement of Revenues, Expenditures and Changes in Fund Balances* for the Authority's one major governmental fund. An accompanying schedule is presented to reconcile and explain the differences in fund balance as presented in these statements to the net position presented in the government-wide financial statements.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the balance sheets, as applicable. The *Statement of Revenues, Expenditures and Changes in Fund Balances* present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (up to 60 days after year-end) are recognized when due. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unearned revenue is removed from the combined balance sheet and revenue is recognized.

C. Cash Deposits and Investments

For the purposes of the Statement of Net Position, "cash and investments" includes all demand, savings accounts, and certificates of deposits, or short-term investments with an original maturity of three months or less.

MUFG Union Bank is the fiscal agent for the Authority and maintains all other cash balances and authorized investments of Authority funds. The City/Authority has oversight responsibility for all Authority cash and investments.

The California Government Code requires California banks and savings and loan associations to secure government cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral is considered to be held in the government's name.

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income. This statement changed the definition of fair value and is effective for periods beginning after June 15, 2015.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining this amount, three valuation techniques are available:

- Market approach - This approach uses prices generated for identical or similar assets or liabilities. The most common example is an investment in a public security traded in an active exchange such as the NYSE.
- Cost approach - This technique determines the amount required to replace the current asset. This approach may be ideal for valuing donations of capital assets or historical treasures.
- Income approach - This approach converts future amounts (such as cash flows) into a current discounted amount.

Each of these valuation techniques requires inputs to calculate a fair value. Observable inputs have been maximized in fair value measures, and unobservable inputs have been minimized

D. Deferred Outflows/Deferred Inflows

Deferred outflows of resources is a consumption of net position by the Authority that is applicable to a future reporting period; for example, prepaid items and deferred charges. Deferred inflows of resources is an acquisition of net position by the Authority that is applicable to a future reporting period; for example, advance collections. The Authority did not have any deferred outflows or inflows of resources at the end of the year.

E. Interest Payable

In the government-wide financial statements, interest payable for long-term debt is recognized as an incurred liability. In the fund financial statements, governmental fund types do not recognize the interest payable when the liability is incurred. Interest on long-term debt is recorded in the fund statements when the payment is made.

F. Long-Term Debt

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The long-term debt consists of the revenue refunding bonds of the Public Financing Authority.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as revenue and payment of principal and interest reported as expenditures.

G. Fund Balances

In accordance with Government Accounting Standards Board 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the Authority classifies governmental fund balances as follows:

Nonspendable

Nonspendable fund balance includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

Restricted

Restricted fund balance includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Committed

Committed fund balance includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority and does not lapse at year-end. Committed fund balances are imposed by the Authority's governing board.

Assigned

Assigned fund balance includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the Authority Manager.

Unassigned

The Unassigned fund balance category represents fund balance which may be held for specific types of uses or stabilization purposes, but is not yet directed to be used for a specific purpose. The detail of amounts reported for each of the above defined fund balance categories is reported in the governmental funds balance sheet and in the combining nonmajor fund balance sheets.

Flow Assumption / Spending Order Policy

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the Authority considers restricted funds to be spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the Authority considers amounts to be spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Authority's governing board has directed otherwise.

H. Net Position

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets

This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets. In addition, deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt also are included in the net investment in capital assets component of net position. The Authority did not report any capital assets at the end of the year.

Restricted Net Position

This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments. Certain proceeds from debt are reported as restricted net position because their use is limited by applicable debt or other covenants.

Unrestricted Net Position

This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

The detail of amounts reported for each of the above defined net position categories is reported in the government-wide Statement of Net Position.

Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the Authority's policy is to apply restricted net position first.

I. Budgets

Budgets are prepared on the modified accrual basis of accounting, in which debt principal and interest, and capital assets acquired are recorded as expenditures and depreciation is not recorded.

The Authority follows these procedures in establishing the budgetary data reflected in the financial statements:

1. By June 30, management recommends to the Board a proposed operating budget for the year commencing July 1. The operating budget includes proposed expenditures and the means of financing them.
2. The budget is legally enacted through passage of a motion during a Board meeting prior to the commencement of the new fiscal year.
3. The Board approves all budget transfers and revisions.
4. Formal budgeting is employed as a management control device during the year.
5. Budgets for the Debt Service Fund are adopted on a basis consistent with accounting principles generally accepted in the United States (GAAP).

Budgeted amounts are as originally adopted or as amended by the Board. There were no amendments recorded for the fiscal year.

J. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

K. Subsequent Events

Management has considered subsequent events through October 31, 2017, the date which the financial statements were available to be issued. The financial statements include all events or transactions, including estimates, required to be recognized in accordance with generally accepted accounting principles.

In July 2017, Rocklin Public Finance Authority entered into a \$5,000,077 Loan Agreement with a Commercial Bank to refinance the 2003 Senior Refunding Revenue Bonds and the 2003 Subordinate Refunding Revenue Bonds (collectively, the "2003 Bonds"). This refinance of the 2003 Bonds was to achieve interest savings on terms which are advantageous to the Authority. The loan provides the Authority with money to refund and defease the 2003 Bonds on September 1, 2017, the date of redemption prior to maturity. The term of the loan is 8 years with an annual interest rate of 2.2%.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

L. Comparative Data

Comparative data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the government's financial position and operations.

M. New Accounting Pronouncements

GASB Statement No. 77, Tax Abatement Disclosures. - Effective date: the requirements of this Statement are effective for reporting periods beginning after December 15, 2015 (earlier application was encouraged and was applied at the Authority). This Statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the Authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients
- The gross dollar amount of taxes abated during the period
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

The implementation of this statement did not have a significant impact on the Authority's financial statements and did not result in any prior period restatements or adjustments.

GASB Statement No. 78, Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans. - **The provisions in Statement 78 are effective for reporting periods beginning after December 15, 2015.** The objective of this Statement is to address a practice issue regarding the scope and applicability of GASB Statement No. 68, Accounting and Financial Reporting for Pensions. This issue is associated with pensions provided through certain multiple-employer defined benefit pension plans and to state or local governmental employers whose employees are provided with such pensions.

Prior to the issuance of this GASB 78, the requirements of GASB 68 applied to the financial statements of all state and local governmental employers whose employees are provided with pensions through pension plans that are administered through trusts that meet the criteria in paragraph 4 of that statement.

GASB 78 amends the scope and applicability of GASB 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above.

The implementation of this statement did not have a significant impact on the Authority's financial statements and did not result in any prior period restatements or adjustments

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

N. Upcoming Accounting and Reporting Changes

GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

The provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*, for OPEB. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this Statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This Statement also addresses certain circumstances in which a nonemployer entity provides financial support for OPEB of employees of another entity.

In this Statement, distinctions are made regarding the particular requirements depending upon whether the OPEB plans through which the benefits are provided are administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, the OPEB plan administrator, and the plan members.

The Authority doesn't believe this statement will have a significant impact on the Authority's financial statements.

GASB Statement No. 81, Irrevocable Split-Interest Agreements. - The objective of this Statement is to improve accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

Split-interest agreements are a type of giving agreement used by donors to provide resources to two or more beneficiaries, including governments. Split-interest agreements can be created through trusts—or other legally enforceable agreements with characteristics that are equivalent to split-interest agreements—in which a donor transfers resources to an intermediary to hold and administer for the benefit of a government and at least one other beneficiary. Examples of these types of agreements include charitable lead trusts, charitable remainder trusts, and life-interests in real estate.

This Statement requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. Furthermore, this Statement requires that a government recognize assets representing its beneficial interests in irrevocable split-interest agreements that are administered by a third party, if the government controls the present service capacity of the beneficial interests. This Statement requires that a government recognize revenue when the resources become applicable to the reporting period.

The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2016, and should be applied retroactively. Earlier application is encouraged.

The Authority doesn't believe this statement will have a significant impact on the Authority's financial statements.

GASB Statement No. 82, *Pension Issues - an amendment of GASB Statements No. 67, No. 68, and No. 73.* - The objective of this Statement is to address certain issues that have been raised with respect to Statements No. 67, *Financial Reporting for Pension Plans*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*. Specifically, this Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

The requirements of this Statement are effective for reporting periods beginning after June 15, 2016, except for the requirements of GASB 82 for selection of assumptions in a circumstance in which an employer's pension liability is measured as of a date other than the employer's most recent fiscal year-end. In that circumstance, the requirements for the selection of assumptions are effective for that employer in the first reporting period in which the measurement date of the pension liability is on or after June 15, 2017. Earlier application is encouraged.

The Authority doesn't believe this statement will have a significant impact on the Authority's financial statements.

GASB Statement No. 83, *Certain Asset Retirement Obligations.* - This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2018. Earlier application is encouraged.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

The Authority doesn't believe this statement will have a significant impact on the Authority's financial statements.

GASB Statement No. 84, *Fiduciary Activities*. - The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2018. Earlier application is encouraged.

The Authority doesn't believe this statement will have a significant impact on the Authority's financial statements.

GASB Statement No. 86, *Certain Debt Extinguishment Issues*. - The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2017. Earlier application is encouraged.

The Authority doesn't believe this statement will have a significant impact on the Authority's financial statements.

GASB Statement No. 87, *Leases*. - The primary objective of this Statement is to increase the usefulness of governments' financial statement by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2019. Earlier application is encouraged.

The Authority is currently evaluating the impact on the financial statements and ensuring the required data will be available for disclosure.

GASB 76 reduces the authoritative sources of GAAP from four categories to two. According to the statement, "The sources of authoritative GAAP are categorized in descending order of authority as follows:

- a. Officially established accounting principles—Governmental Accounting Standards Board (GASB) Statements (Category A).

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

- b. GASB Technical Bulletins; GASB Implementation Guides; and literature of the AICPA cleared by the GASB (Category B)."

Sources of nonauthoritative accounting literature are identified in paragraph 7 of GASB 76, and includes GASB Concepts Statements.

The implementation of GASB 76 did not have a significant impact on the Authority's financial statements and did not result in any prior period restatements or adjustments.

NOTE 2 - CASH AND INVESTMENTS

As of June 30, 2017, cash and investments were reported in the financial statements as follows:

	Fair Value		Total Cash and Investments
	Unrestricted	Restricted	
Cash held with City of Rocklin	\$ 624	\$ -	\$ 624
MUFG Union Bank money market accounts	-	2,200,424	2,200,424
Special assessment bond investments	-	7,770,001	7,770,001
Total cash and investments	\$ 624	\$ 9,970,425	\$ 9,971,049

A. Cash Deposits

The California Government Code requires California banks and savings and loan associations to secure the Authority's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest, and places the Authority ahead of general creditors of the institution.

The market value of pledged securities must equal at least 110 percent of the Authority's cash deposits. California law also allows institutions to secure Authority deposits by pledging first trust deed mortgage notes that have a value of 150 percent of the Authority's total cash deposits. The Authority has waived the collateral requirements for cash deposits which are fully insured to \$250,000 by the Federal Deposit Insurance Corporation (FDIC).

B. Safekeeping

Securities purchased from broker-dealers are held in third party safekeeping by the trust department of the broker-dealer or other designated third party trust in the Authority/City's name and control, whenever possible.

C. Investment in Special Assessment Bonds

Proceeds from the issuance of the 2003 Refunding Revenue Bonds were used to purchase \$14,030,000 of special tax bonds issued by special assessment districts in the City. These bonds mature through September 1, 2025, and are authorized investments of the Authority. The balance at June 30, 2017 was \$7,770,001.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

Investment Policies

Under the provisions of the Authority's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity ⁽¹⁾	Maximum Total of Portfolio	Maximum Investment in Any One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40%	5%
Commercial Paper	270 days	25%	5%
Negotiable Certificates of Deposit	5 years	30%	5%
Repurchase Agreements	90 days	15%	5%
Reverse Repurchase Agreements	90 days	15%	5%
Medium-Term Notes	5 years	30%	5%
Time Deposits	5 years	10%	5%
Mutual Funds (Including Money Markets)	N/A	15%	5%
Mortgage Pass-Through Securities	5 years	20%	5%
Local Agency Investment Fund (LAIF)	N/A	None	None
Placer County Investment Pool	N/A	25%	N/A
Collateralized Obligations	None	10%	5%

⁽¹⁾ However, if in the judgement of the Investment Committee it is to the advantage of the City, investments may be made with maturities longer than five years, as long as the weighted average maturity of the City's Fund is five years or less.

D. Risk Disclosures

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the term of an investment's maturity, the greater the sensitivity to changes in market interest rates.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of an investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of June 30, 2017, the Authority's investments were in compliance with the ratings required by the Authority's investment policy, indenture agreements and Government Code.

Concentrations of Credit Risk

The investment policy of the Authority contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2017, the Authority invested 22% of its cash in money market accounts with Union Bank and 78% in special assessment bonds held by a fiscal agent.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the Authority's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools.

E. Fair Value Measurements

GASB 72 established a hierarchy of inputs to the valuation techniques above. This hierarchy has three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

In the table on page 27, money market accounts are valued using Level 2 inputs and special assessment bonds are valued using Level 1 inputs.

NOTE 3 - NONCURRENT LIABILITIES

The Authority's noncurrent liabilities consisted of the following as of June 30, 2017:

Description	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
2003 Public Financing Authority (PFA)					
Refunding Revenue Bonds-Senior	\$ 7,020,000	\$ -	\$ 580,000	\$ 6,440,000	\$ 600,000
2003 PFA Refunding Revenue					
Bonds - Subordinate	645,000	-	95,000	550,000	100,000
Total Noncurrent Liabilities	\$ 7,665,000	\$ -	\$ 675,000	\$ 6,990,000	\$ 700,000

2003 Senior and Subordinate Refunding Revenue Bonds

In January 2004, the Rocklin Public Financing Authority issued \$12,575,000 of Senior Refunding Revenue Bonds and \$1,455,000 of Subordinate Refunding Revenue Bonds. Proceeds from these bonds were used to refund the outstanding 1999 Rocklin Public Financing Authority Revenue Bonds. The Bonds are secured by revenues from specific assessment districts. Interest rates range from 2% to 4.6% for the Senior issue and 3.125% to 5.625% for the Subordinate issue. Principal payments ranging from \$555,000 to \$850,000 are payable annually on September 1 and interest payments ranging from \$19,550 to \$154,568 are payable semi-annually on March 1 and September 1 through September 1, 2025, for the Senior issue. Principal payments ranging from \$95,000 to \$120,000 are payable annually on September 1 and interest payments ranging from \$3,375 to \$17,311 are payable on March 1 and September 1 through September 1, 2021, for the Subordinate issuance.

Rocklin Public Financing Authority
Notes to the Basic Financial Statements
June 30, 2017

The annual debt service requirements on long-term debt is as follows:

Year Ending June 30,	Principal	Interest	Total
2018	\$ 700,000	\$ 301,088	\$ 1,001,088
2019	730,000	271,205	1,001,205
2020	760,000	239,154	999,154
2021	795,000	203,923	998,923
2022	830,000	165,755	995,755
2023-2026	3,175,000	300,495	3,475,495
Total	<u>\$ 6,990,000</u>	<u>\$ 1,481,620</u>	<u>\$ 8,471,620</u>

NOTE 4 - COMMITMENTS AND CONTINGENCIES

Lawsuits

The Authority could be exposed to certain matters of litigation that arise in the normal course of conducting Authority business. Management believes, based upon consultation with the Authority Attorney, that any cases, in the aggregate, would not be expected to result in a material adverse financial impact on the Authority.

**REQUIRED SUPPLEMENTARY
INFORMATION**

EXHIBIT A

Rocklin Public Financing Authority
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Public Financing Authority Debt Service Fund
For the year ended June 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	\$ 492,200	\$ 492,200	\$ 499,703	\$ 7,503
Total Revenues	<u>492,200</u>	<u>492,200</u>	<u>499,703</u>	<u>7,503</u>
EXPENDITURES				
Current:				
General government	15,100	15,100	22,700	(7,600)
Debt service:				
Principal retirement	675,000	675,000	675,000	-
Interest and fiscal charges	329,800	329,800	329,722	78
Total Expenditures	<u>1,019,900</u>	<u>1,019,900</u>	<u>1,027,422</u>	<u>(7,522)</u>
Excess (Deficiency) of Revenues over Expenditures	<u>(527,700)</u>	<u>(527,700)</u>	<u>(527,719)</u>	<u>(19)</u>
Net Change in Fund Balances	(527,700)	(527,700)	(527,719)	(19)
Fund Balances Beginning	10,498,768	10,498,768	10,498,768	-
Fund Balances Ending	<u>\$ 9,971,068</u>	<u>\$ 9,971,068</u>	<u>\$ 9,971,049</u>	<u>\$ (19)</u>

**OTHER INDEPENDENT
AUDITOR'S REPORTS**



Chavan & Associates, LLP
Certified Public Accountants

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors of the
Rocklin Public Financing Authority
Rocklin, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Rocklin Public Financing Authority (the "Authority") as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated October 31, 2017.

Internal Control over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion



Chavan & Associates, LLP
Certified Public Accountants

on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

San Jose, California
October 31, 2017



BACK TO AGENDA

City Council Report

-
- **Subject:** Resolution Accepting the Comprehensive Annual Financial Report (CAFR) and Gann Appropriations Limit Schedule for the fiscal year June 30, 2017.

Submitted by: Mary Rister Finance Officer (Presenter) **Date:** February 27, 2018
 Angela Doyle Senior Accountant
 Kim Sarkovich ACM/CFO

Department: Administrative Services Department

- **Staff Recommendation** (motion ready): Resolution Accepting the Comprehensive Annual Financial Report (CAFR) and Gann Appropriations Limit Schedule for the fiscal year ended June 30, 2017.
-

BACKGROUND:

Rocklin Ordinance No. 465, requires an annual audit of all City financial transactions by an independent auditor and the submission of an audit report to the City Council. The California Constitution Article 13B Section 1.5 requires a review of the annual appropriations limit (Gann) as part of an annual financial audit. In an effort to maintain full disclosure, it is the practice of the Administrative Services Department to provide to the City Council the audit report as well as the auditor review of the Gann Appropriations Limit Schedule.

DISCUSSION ITEMS:

The audit was performed by Chavan & Associates LLP, and is the third year of audit services under a five-year contract.

The Government-Wide Total Net Position increased \$1.909 million, from \$336.806 million at June 30, 2016 to \$338.715 million at June 30, 2017. The Total Net Position is separated into three categories.

- 1) Net investment in capital assets, which had a decrease of \$6.587 million over the prior year as a result of depreciation.
- 2) Restricted Net Position, increased by \$2.020 million over the prior year primarily with the addition of the Rocklin Public Finance Authority Lease Revenue Bond Funds.
- 3) Unrestricted Net Position, increased \$6.476 million, from a negative \$2.311 million to a positive \$4.166 million primarily from increases in Deferred Outflows of Resources from Pension contributions, mentioned below.

The implementation of Governmental Accounting Standard Board (GASB) Statement No. 68 – *Accounting and Financial Reporting for Pensions* and Statement No. 71 – *Pension Transition for Contributions Made*

Subsequent to the Measurement Date required the City to include Net Pension Liabilities on the Government-Wide Statement of Net Position which resulted in Unrestricted Net Position of a negative \$2.311 million as of June 30, 2016. For fiscal year 2016/2017 the City's contributions to pensions along with an adjustment for timing differences from changes in assumptions, expected and actual experience, changes in proportionate shares, and earnings in excess of estimates for prior years resulted in an increase in Deferred Outflows and an improved Unrestricted Net Position. The Unrestricted Net Position for June 30, 2017 is a positive \$4.166 million. The City continues to fully fund its annual pension obligations.

The City also continues to address the Other Post-Employment Benefit (OPEB) liabilities for retiree's health. By following the City Council approved key management practice of funding the Retiree's Health Fund Reserve and with returns from investing Retiree's Health Fund moneys in Community Facilities District #11 bonds, the City made contributions of \$3.155 million to the California Retiree Benefit Trust in fiscal year 2016/2017. Contributions made to the Trust lower the City's OPEB liability.

General Fund revenues totaled \$45.627 million as of June 30, 2017 compared to prior year revenue of \$43.955 million at June 30, 2016. This increase is a result of increases in property and sales taxes. General Fund expenditures were \$47.550 million as of June 30, 2017 compared to prior year expenditures of \$48.206 million as of June 30, 2016. The decrease is mainly the result of a nonrecurring transfer of \$1.341 million from prior year to move fleet reserves off of the General Fund to a separate Fleet Management Internal Service Fund.

Significant Events:

During fiscal year 2016/2017, the Rocklin Public Financing Authority, a blended component unit of the City of Rocklin's Comprehensive Annual Financial Report, issued Lease Revenue Bonds of \$9.455 million to refinance the 2003 Certificates of Participation and finance the acquisition and construction of various capital improvement projects.

Also during the year, the City completed the Whitney Ranch Highway 65 Interchange with funds from the City and partners including Placer County Transportation Agency. The interchange helps provide access to nearly 200 acres of land for development.

Additional financial highlights can be found in the Management's Discussion and Analysis on page 15 of the CAFR document.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- An independent financial audit, performed by the auditing firm of Chavan & Associates, LLP, for fiscal year ended June 30, 2017 has been completed.
- The Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2017 has been prepared.
- Chavan & Associates, LLP has issued an unqualified ("clean") auditor's opinion. There were no reported material weakness or significant deficiency.

-
- Chavan & Associates, LLP has reviewed the (GANN) appropriations limit for the fiscal year ended June 30, 2017, per established procedures, and no exceptions were noted.

Conclusions:

- As required, the annual audit for fiscal year ended June 30, 2017, has been completed and has received an unqualified (“clean”) auditor’s opinion. The Comprehensive Annual Financial Report (CAFR) and Gann Appropriations Limit Schedule are being presented to City Council for acceptance by resolution.

Recommendations:

- Staff recommends that the City Council accepts the Comprehensive Annual Financial Report (CAFR) and Gann Appropriations Limit Schedule for fiscal year ended June 30, 2017.

Alternatives:

- None

Fiscal Impact:

- None



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachment:

- Resolution accepting the Comprehensive Annual Financial Report and Gann Appropriations Limit Schedule for the fiscal year ended June 30, 2017.

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL STATEMENTS
AND GANN APPROPRIATIONS LIMIT SCHEDULE
FOR THE FISCAL YEAR ENDED JUNE 30, 2017

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby accepts the Comprehensive Annual Financial Statements and Gann Appropriations Limit Schedule for the fiscal year ended June 30, 2017, attached hereto as Exhibit A and Exhibit B and by this reference incorporated herein.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES: Members:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, Secretary



City of Rocklin, California

Comprehensive Annual Financial Report

June 30, 2017

Prepared by:

**Administrative Services Department
Kim Sarkovich, Assistant City Manager/Chief Financial Officer
Mary Rister, Finance Officer**

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**CITY OF ROCKLIN
 COMPREHENSIVE ANNUAL FINANCIAL REPORT
 FOR THE YEAR ENDED JUNE 30, 2017**

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**CITY OF ROCKLIN
 COMPREHENSIVE ANNUAL FINANCIAL REPORT
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INTRODUCTORY SECTION

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**CITY OF ROCKLIN**

3970 Rocklin Road
Rocklin, California 95677
Telephone (916) 625-5000
Fax (916) 625-5095

February 27, 2018

To the Honorable Mayor, Members of the City Council, and Citizens of Rocklin, California:

This Comprehensive Annual Financial Report (CAFR) for the City of Rocklin, California (the City), for the Fiscal Year ended June 30, 2017 is hereby submitted for your review. We are pleased to inform you our auditors, Chavan & Associates, LLP, have issued an unmodified (“clean”) opinion on the City’s financial statements for the year ended June 30, 2017. The independent auditor’s report is presented as the first item in the financial section of the report.

Management assumes all responsibility for the completeness and reliability of the information presented in this report. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and present fairly the respective financial position and changes of the City, as of June 30, 2017.

The CAFR is published to provide information about the City to its citizens, the investment community, the general public, and others who may have an interest in the financial information regarding the City. This letter of transmittal is designed to be read with and complement the Management’s Discussion and Analysis (MD&A) which reports on the financial highlights of the City and provides additional analysis on the variances and trends reported as part of the financial statements. The MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE CITY

The City, incorporated in 1893, is located on Interstate 80 and Highway 65, 20 miles northeast of Sacramento at the base of the Sierra foothills in Placer County, California. The City encompasses 20 square miles and as of January 2017 had a population of 64,417. The City has been historically known as a safe community with low crime rates, excellent schools, and beautiful parks. It is home to the accredited Sierra College and an accredited private institution of higher education; William Jessup University. The City continues to be a leader in providing excellent services, a safe community, and a high quality of life.

The City provides the following public services: public safety (police, fire), planning and zoning, construction and maintenance of streets, storm drains and other infrastructure, parks and recreation, economic development and general administrative services. The City maintains a website located at: <https://www.rocklin.ca.us> that provides online services and extensive information about the City.

The City operates according to the Council-City Manager form of government which vests authority in an elected City Council. The City Council is the City's legislative and policymaking body and appoints the City Manager who is responsible for the overall administration of the City. In addition to the appointment of the City Manager, the City Council also appoints the City Attorney, City Treasurer, City Clerk and members of the Planning Commission, Parks & Recreation Commission and a Building Appeals Board.

The City Council also acts as the Board of Directors for the Rocklin Public Financing Authority. The Rocklin Public Financing Authority was formed as a joint powers authority between the City and the former Rocklin Redevelopment Agency to serve as a financing mechanism for various capital projects. For financial reporting purposes the Rocklin Public Financing Authority is considered a component unit of the City of Rocklin and is incorporated within this document. Additional information on this legally separate entity can be found in Note 1 of the notes to the financial statements.

The City has established a Redevelopment Successor Agency which replaced the former Rocklin Redevelopment Agency that was dissolved in 2012. The Successor Agency is not a component unit of the City and is instead a separate legal entity overseen by an oversight board and the California State Department of Finance. The City's role as the Successor Agency is fiduciary in nature. The Successor Agency is reported as a private-purpose trust fund, a fiduciary fund type. Additional information can be found in Note 13 of the notes to the financial statements.

The City prepares an annual budget which is submitted to Council for review and approval. This budget serves as the foundation of the City's financial planning and control. Through the annual budget process City Council appropriates funds to provide public services. Activities of General, Special Revenue, Debt Service, Capital Project, and Internal Service Funds are included in the annual budget appropriation. The annual budget process begins with a strategic planning meeting between management and City Council. Managers then incorporate the meeting results into detailed requests from each department submitted for evaluation to the City Manager. The City Manager may revise these budget requests and then a draft budget is prepared and submitted to City Council by May 15th. City Council reviews and may revise the draft budget in a workshop open to the public. Per Chapter 3.28 of the Rocklin Municipal Code, the final budget must be presented to and adopted by City Council by June 30th of each year. A copy of the final budget is available for download on the City's website.

The City has established a comprehensive framework of internal controls designed to protect assets of the government from loss, theft or misuse. This framework is designed so accurate accounting data is compiled to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States of America. Internal controls provide reasonable, but not absolute, assurance these objectives are met. Reasonable assurance provides that the cost of internal controls should not exceed the benefits and that decisions often require the use of estimates and judgments by management.

ECONOMIC FACTORS AND OUTLOOK

The City of Rocklin continued to show economic improvements during the 2016/2017 fiscal year. Recent residential and commercial development activity brought an increase in population and job growth. The unemployment rate for the City dropped to 3.9% in September 2017. Overall, the City revenues have increased. Two of the City's largest revenue sources are property tax and sales tax, which show a

combined increase of 4% over the prior year as a result of increases in assessed property values, new business growth and an overall increase in commercial sales activities. The City anticipates continued economic improvements in the next fiscal year and has budgeted conservative property tax and sales tax revenue increases for the 2017/2018 fiscal year.

ACKNOWLEDGMENTS

The preparation of this Comprehensive Annual Financial Report could not have been accomplished without the efficient and dedicated services of staff from the Administrative Services Department, the auditing firm of Chavan & Associates, LLP, and the cooperation and assistance of all City departments. We commend the Council for its interest, support, and exemplary leadership in planning and conducting the financial operations of the City in a responsive and progressive manner.

Respectfully submitted,

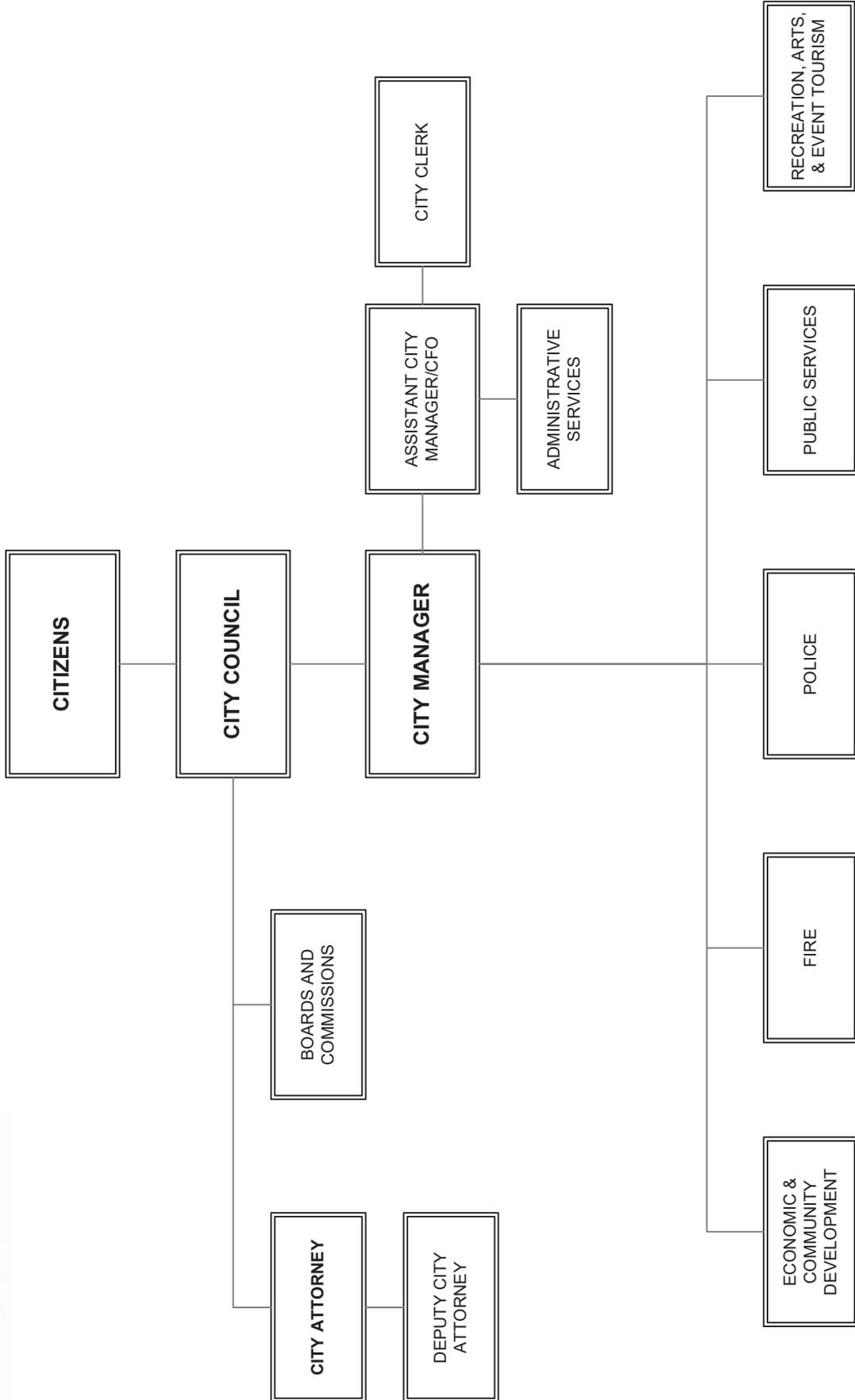


Kim Sarkovich
Assistant City Manager/Chief Financial Officer



Mary Rister
Finance Officer

CITY OF ROCKLIN
Organizational Chart – FY 2016-17



City of Rocklin
Comprehensive Annual Financial Report
For the year ended June 30, 2017

List of Officials - Current

City Council

<u>Name</u>	<u>Term Expires</u>
Ken Broadway, Mayor	December 2020
Joe Patterson, Vice Mayor	December 2020
Greg Janda, Councilmember	December 2020
Scott Yuill, Councilmember	December 2018
Jill Gayaldo, Councilmember	December 2018

City Officials

<u>Name</u>	<u>Position</u>
Ricky A. Horst	City Manager
Chad Butler	Chief of Police
William Hack	Fire Chief
Kim Sarkovich	Assistant City Manager/Chief Financial Officer/City Treasurer
Steven Rudolph	City Attorney
Barbara Ivanusich	City Clerk

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ROCKLIN

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FINANCIAL SECTION

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the
 City Council of the City of Rocklin
 Rocklin, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Rocklin (the "City"), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



Chavan & Associates, LLP
Certified Public Accountants

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Rocklin, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements as a whole. The transmittal letter, combining individual non-major fund schedules and statistical data, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the financial statements. The combining individual non-major fund schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2017 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance.



Chavan & Associates, LLP
Certified Public Accountants

That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

C & A LLP

October 31, 2017
San Jose, California

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ROCKLIN

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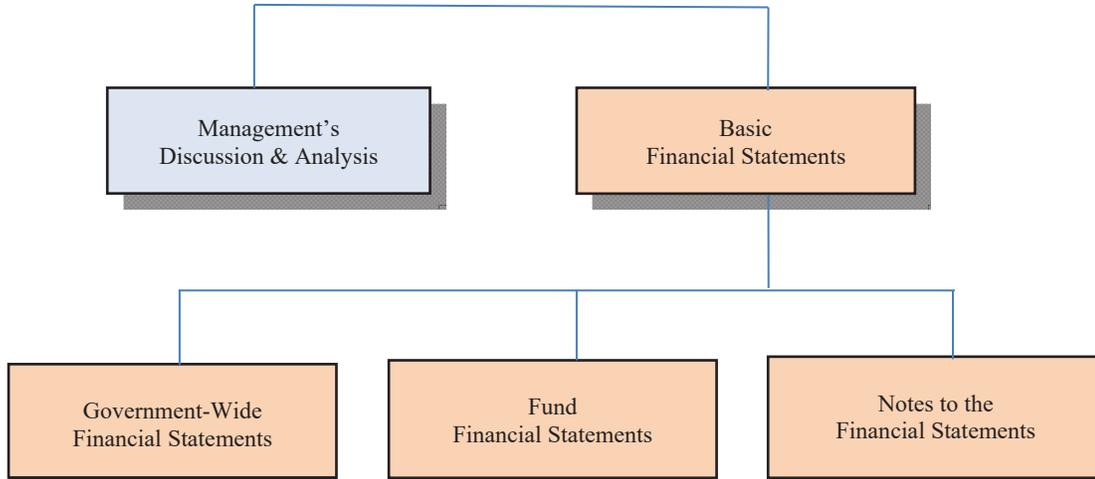
**MANAGEMENT'S DISCUSSION
AND ANALYSIS**

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INTRODUCTION

The Management’s Discussion and Analysis (MD&A) is a required section of the City’s Comprehensive Annual Financial Report, as shown in the overview below. The purpose of the MD&A is to offer readers a narrative overview and analysis of the City’s financial activity for the fiscal year ended June 30, 2017. We encourage readers to consider this MD&A in conjunction with the Basic Financial Statements to provide a comprehensive understanding of the City’s operations and financial standing.

Required Components of the Comprehensive Annual Financial Report



FISCAL YEAR 2016/2017 FINANCIAL HIGHLIGHTS

- As of the close of the fiscal year 2016/2017, the assets and deferred outflows of the City exceeded liabilities and deferred inflows by \$338.715 million (government-wide net position).
- The City’s Government-Wide General revenues increased by approximately 3% from \$48.864 million to \$50.256 million mainly due to an increase in property taxes and impact fees. Property taxes increased due to higher assessed property values. Impact fees increased from new construction. General revenues include items such as property tax, sales tax, gas tax, motor vehicle fees, franchise fees, impact fees, investment earnings, and other revenues.
- The City’s Government-Wide expenses increased by 7% from \$64.863 million to \$69.585 million from the prior year, due to (1) increases in the public safety pension pool and (2) increases in general services costs related to depreciation on infrastructure recently placed in service.
- General Fund revenues totaled \$45.267 million, while General Fund expenditures were \$47.550 million. The General Fund received transfers in from other funds of \$3.509 million with transfers out totaling \$812,800, resulting in a net increase in General Fund fund balance of \$413,705.
- The Grand Opening for the Whitney Ranch Highway 65 Interchange was held on September 9, 2016. The interchange provides increased access to nearly 200 acres of land for development.
- Fiscal year 2016/2017 was the first year of the City of Rocklin/City of Lincoln Shared Fire Services Agreement. The agreement allows Lincoln and Rocklin to share services related to fire administration and fire prevention to create operating efficiencies.

- In October 2016, the Rocklin Public Financing Authority issued Lease Revenue Bonds of \$9.455 million to refinance the outstanding 2003 Certificates of Participation and obtain \$8 million additional proceeds to finance the acquisition and construction of various capital improvement projects within the City.
- In September 2016, both Fitch Ratings and Standard and Poor assigned a rating of "AA" on the new Lease Revenue Bonds. Additionally, based on the implementation of Fitch's new revised rating criteria, Fitch revised the Issuer Credit Rating of the City from "AAA" to "AA+".
- The City continued toward its goal of fully funding the City's Other Post Employment Benefit (OPEB) obligation by making contributions during the fiscal year to the California Employers' Retiree Benefit Trust (CERBT). The CERBT is a tax-qualified irrevocable trust established to prefund retiree health benefits. During the fiscal year, the City contributed a total of \$3.155 million to the CERBT to arrive at a June 30, 2017 trust asset balance of \$12.328 million.
- In addition to proactively addressing the OPEB obligation, the city has been proactively addressing the Pension obligation. In 2016/2017, the City made pension contributions to pay down unfunded pension liability totaling \$2.401 million.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Financial Statements are comprised of Government-Wide (City-wide) Financial Statements, Fund Financial Statements, Notes to the Financial Statements, Required Supplementary Information, and Supplementary Information. The Government-wide and Fund Financial Statements provide the reader two different perspectives of the City's financial activities and financial position.

The Government-Wide Financial Statements

Government-Wide Financial Statements provide a longer-term view of the City's activities as a whole, and comprise the *Statement of Net Position* and the *Statement of Activities*. The *Statement of Net Position* provides information about the financial position of the City, including all its capital assets and long-term liabilities on a full accrual basis, similar to that used by corporations. The *Statement of Activities* provides information about all the City's revenues and all its expenses, also on a full accrual basis, with the emphasis on measuring net revenues and/or expenses for each of the City's programs. The *Statement of Activities* explains in detail the change in Net Position for the fiscal year.

All of the City's activities are required to be grouped into governmental activities and business-type activities. The entire amount in the *Statement of Net Position* and the *Statement of Activities* are also required to be separated into governmental activities or business-type activities in order to distinguish between these two types of activities of the City.

Government-wide financial statements are prepared on the accrual basis, which means they measure the flow of all economic resources of the City as a whole. The *Statement of Net Position* and the *Statement of Activities* present information about the following:

Governmental Activities – All of the City's basic services are considered to be governmental activities, including general government, community development, public safety, culture and recreation, and general services. These services are supported by general City revenues such as taxes, and by specific program revenues such as development and recreation program fees.

Fund Financial Statements

Fund Financial Statements report the City's operations in more detail than the government-wide statements and focus primarily on the short-term activities of the City's general fund and other major funds. The Fund Financial Statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Fund financial statements provide detailed information about each of the City's most significant funds, called major funds. Major funds present the major activities of the City for the fiscal year, and may change from year to year as a result of changes in the pattern of the City's activities. Each major fund is presented individually, and all non-major funds are summarized and presented in a single column. Subordinate schedules present the detail of non-major funds. The City's funds are segregated into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds – The City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances available at year-end. Financial statements are prepared on the modified accrual basis, which means they measure only current financial resources and uses. Carrying amounts for capital assets and other long-lived assets, along with long-term liabilities are not presented on the balance sheet in the governmental fund financial statements. Unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements. For fiscal year 2016/2017, the City had five major funds, fifteen non-major special revenue funds, seven non-major capital projects funds, and two non-major permanent funds.

Proprietary Funds – The City has and maintains one type of proprietary fund, an internal service fund. Internal service funds are used to accumulate and allocate costs internally among the City's various functions. The City uses an internal service fund to account for its fleet operations. Because this service predominately benefits only governmental functions, it has been included within governmental activities in the government-wide financial statements.

Fiduciary Funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reported in the Government-wide financial statements because the resources of these funds are not available to support the City of Rocklin's own programs. For fiscal year 2016/2017, the City had one private purpose trust fund and nine agency funds

NOTES TO THE FINANCIAL STATEMENTS

Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found immediately following the fund financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information, other than the MD&A, follows the Notes and includes a budgetary comparison for the General Fund and other major funds as presented in the governmental fund financial statements.

SUPPLEMENTARY INFORMATION

Combining and individual fund statements and schedules are included to provide additional information on non-major governmental funds including special revenue, debt service, capital project funds, proprietary internal service fund information and agency funds. An unaudited statistical section provides historical and current data on financial trends, revenue and debt capacity, demographic and economic information, and operating information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as an indicator of the City's financial position. The City's Total Net Position increased \$1.909 million, from \$336.806 million in fiscal year 2015/2016 to \$338.715 million in fiscal year 2016/2017. A significant portion of the City's net position (\$305.878 million) was net investment in capital assets, (e.g., land, buildings, general government infrastructure, equipment, and vehicles) net of accumulated depreciation and reduced by any related debt used to acquire or construct those assets. The City uses capital assets to provide services to its citizens and therefore these assets are not available for future spending.

Increases in current and other assets were caused by proceeds of \$8 million from issuance of Rocklin Public Finance Authority Lease Revenue Bonds to fund new capital projects. The issuance of Lease Revenue Bonds and increases in net pension obligation caused the increase in noncurrent liabilities.

Deferred outflow of resources increased by \$7.632 million and deferred inflows of resources decreased by \$819,242. The increase in deferred outflows of resources was the result of contribution payments already made to pensions but not yet applied to the net pension liability and returns on investments that were less than expected. Deferred inflows of resources include timing differences from changes in assumptions, expected and actual experience and changes in proportionate shares. Finally, the balance of earnings in excess of estimates for prior years is reported as deferred inflows of resources.

Decreases in current and other liabilities were caused mainly by a decrease in accounts payable. 2015/2016 accounts payable included a payment of \$1.766 million to the California Employers' Retiree Benefit Trust (CERBT) and \$2.727 million in payments to contractors for infrastructure projects made after year end.

The following table summarized the City’s ending net position:

Table 1 - Net Position				
	Governmental Activities		Dollar Change	Percent Change
	2017	2016		
Assets				
Current and other assets	\$ 97,641,537	\$ 87,868,772	\$ 9,772,765	11.1%
Capital assets - net	315,496,705	321,645,313	(6,148,608)	-1.9%
Total Assets	\$ 413,138,242	\$ 409,514,085	\$ 3,624,157	0.9%
Deferred Outflows of Resources	\$ 14,848,820	\$ 7,216,353	\$ 7,632,467	105.8%
Liabilities				
Current and other liabilities	\$ 7,134,767	\$ 12,835,171	\$ (5,700,404)	-44.4%
Noncurrent liabilities	78,999,715	63,132,761	15,866,954	25.1%
Total Liabilities	\$ 86,134,482	\$ 75,967,932	\$ 10,166,550	13.4%
Deferred Inflows of Resources	\$ 3,137,402	\$ 3,956,644	\$ (819,242)	-20.7%
Net Position				
Net investment in capital assets	\$ 305,878,169	\$ 312,465,313	\$ (6,587,144)	-2.1%
Restricted	28,671,195	26,651,163	2,020,032	7.6%
Unrestricted	4,165,814	(2,310,614)	6,476,428	155.5%
Total Net Position	\$ 338,715,178	\$ 336,805,862	\$ 1,909,316	0.6%

Governmental Activities

As shown in the *Statement of Activities* schedule below, the change in total program revenues from the prior fiscal year for governmental activities is a decrease of \$14.58 million. The decrease in program revenues was primarily from capital grants and contributions received by the City for funding of infrastructure projects. In 2015/2016 this funding came from Community Facilities District #10 bond proceeds and from the Department of Transportation Pacific Street Bike Path grant. The change in total general revenues from the prior year is an increase of \$1.392 million.

The change in total expenses from the prior year was an increase of \$4.722 million. The expense increase is caused by increases in Public safety and General Services; partially offset by decreases in General government. See next page for additional information on those significant changes.

With total program revenues, general revenues and special items for fiscal year 2016/2017 at \$71.494 million and total expenses at \$69.585 million, the change in net position for current activity was an increase of \$1.909 million. See next page for further explanation.

An analysis of the changes in revenues and expenses by type of significant events follows:

Table 2 - Statement of Activities

Functions/Programs	Governmental Activities		Dollar Change	Percent Change
	2017	2016		
Program Revenues				
Charges for services	\$ 10,829,605	\$ 12,365,070	\$ (1,535,465)	-12.42%
Operating grants and contributions	8,407,506	11,304,860	(2,897,354)	-25.63%
Capital grants and contributions	1,979,083	12,126,192	(10,147,109)	-83.68%
Total Program Revenues	21,216,194	35,796,122	(14,579,928)	-40.73%
General Revenues				
Taxes and assessments	48,674,339	46,256,170	2,418,169	5.23%
Investment earnings	1,453,126	1,879,887	(426,761)	-22.70%
Other revenues	128,143	727,498	(599,355)	-82.39%
Total General Revenues	50,255,608	48,863,555	1,392,053	2.85%
Special Item Gain (Loss) Disposal Capital Assets	22,397	(767,147)	789,544	3525.22%
Total General Revenues and Special Item	50,278,005	48,096,408	2,181,597	4.54%
Expenses				
General government	15,594,154	18,001,976	(2,407,822)	-13.38%
Public safety	23,573,244	18,957,624	4,615,620	24.35%
General services	24,091,079	21,964,264	2,126,815	9.68%
Culture and recreation	1,680,297	2,623,712	(943,415)	-35.96%
Community development	3,648,661	2,892,219	756,442	26.15%
Interest on fiscal charges	997,448	423,478	573,970	135.54%
Total Expenses	69,584,883	64,863,273	4,721,610	7.28%
Increase / (Decrease) in Net Position	1,909,316	19,029,257	(17,119,941)	-89.97%
Prior Period Adjustments	-	78,304	(78,304)	-100.00%
Net Position, Beginning of Year	336,805,862	317,698,301	19,107,561	6.01%
Net Position, End of Year	\$ 338,715,178	\$ 336,805,862	\$ 1,909,316	0.57%

Governmental Revenues

Significant changes in governmental revenues consisted of the following:

- Charges for services decreased by \$1.535 million (12%) as a result of large one-time payments of Park Development Fees from developers received in 2015/2016.
- Operating grants and contributions decreased by \$2.897 million (26%) primarily as a result of a \$2.6 million Whitney Ranch Interchange Contribution from a developer received in 2015/2016.
- Capital grants and contributions decreased by \$10.147 million (84%) as a result of one-time amounts received in 2015/2016. These one-time amounts were a contribution of bond proceeds from the former Rocklin Redevelopment Agency (RDA) toward the Quarry Park project, and the transfer of the Library building and land to the City from the former RDA.
- Taxes and assessments increased \$2.418 million in 2016-2017 as a result of increases in property taxes and sales taxes.

Governmental Expenses

Significant changes in governmental expenses consisted of the following:

- General government expenses decreased by \$2.408 million (13%) as a result of 2015/2016 movement of fleet reserves to the Fleet Management Internal Service Fund.
- Public safety expenses increased by \$4.616 million (24%) as a result of pension expense increases combined with payroll increases.
- General service expenses increased by \$2.127 million (10%) as a result of increased depreciation from the recent infrastructure and parks placed in service. In 2016/2017, parks depreciation was reported in Culture and recreation, moving to General services caused expenses to decrease by \$945,415 (36%). General services include park capital projects. Culture and recreation includes park landscape maintenance.
- Community development expenses increased by \$756,442 (26%) as a result of increases in payroll and professional services due to increased building permit and construction activities.

FINANCIAL ANALYSIS OF THE CITY’S FUNDS

The total change in fund balance during the year, including Major Funds and Other Governmental Funds, was an increase of \$16.398 million. Total ending fund balance was \$85.333 million.

A summary of the changes in fund balance of the Major Funds and Other Governmental Funds is presented below:

Table 3 - Summary of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds

	Major Funds						Total
	General Fund	Rocklin Public Financing Authority Debt Service Fund	SB325 Sales Tax Fund	Low and Moderate Income Housing Asset Fund	Traffic Circulation Impact Fee Fund	Nonmajor Governmental Funds	
Total Revenues	\$ 45,267,336	\$ 499,703	\$ 6,405,313	\$ 167,993	\$ 3,376,793	\$ 15,311,667	\$ 71,028,805
Total Expenditures	(47,549,801)	(1,027,422)	(2,586,236)	-	(1,605,244)	(10,656,305)	(63,425,008)
Revenues Over							
(Under) Expenditures	(2,282,465)	(527,719)	3,819,077	167,993	1,771,549	4,655,362	7,603,797
Proceeds from Debt	-	-	-	-	-	10,143,821	10,143,821
Defeasance of Debt	-	-	-	-	-	(1,401,322)	(1,401,322)
Transfers In	3,508,970	-	-	-	-	539,897	4,048,867
Transfers Out	(812,800)	-	(396,333)	-	(308,500)	(2,479,734)	(3,997,367)
Net Change in							
Fund Balances	413,705	(527,719)	3,422,744	167,993	1,463,049	11,458,024	16,397,796
Beginning of Year	33,061,676	10,498,768	1,832,541	11,944,706	416,271	11,181,138	68,935,100
End of Year	\$ 33,475,381	\$ 9,971,049	\$ 5,255,285	\$ 12,112,699	\$ 1,879,320	\$ 22,639,162	\$ 85,332,896

- General Fund’s net change in fund balance increased \$413,705 primarily due to increases in Property Tax revenues partially offset by expenditure increases. The General Fund consists of resources not legally required to be accounted for in another fund. General Fund includes the sub-funds for Quarry Park Amphitheater, Streets Maintenance Reserve, Economic Development Reserve, Technology Fee, and Retirees Health.
- SB325 Sales Tax Fund’s net change in fund balance increased \$3.423 million due to more revenues than expenditures for the year. In 2015/2016 projects were deferred causing the cash allocated for 2015/2016 to be received in 2016/2017 fiscal year. The 2016/2017 allocations were also received in 2016/2017 to be spent on projects deferred but expected to occur in early 2017/2018 fiscal year.
- The Total Governmental fund balance increased 24% from the prior year amount of \$68.935 million to \$85.333 million mainly due to cash received from the Lease Revenue Bonds issuance, increases in development revenue, and SB325 Sales Tax revenue.

CAPITAL ASSETS

The capital assets of the City are those assets which are used in the performance of the City’s functions including infrastructure assets. At June 30, 2017, net capital assets of the governmental activities totaled \$315.497 million. Depreciation on capital assets is recognized in the Government-Wide Financial Statements and totaled \$12.689 million. The following table summarizes the City’s capital assets at the end of the year:

Table 4 - Capital Assets at Year End - Net

	Governmental Activities		Dollar	
	2017	2016	Change	% Change
Land	\$ 8,334,960	\$ 7,325,724	\$ 1,009,236.0	13.78%
Land improvements	108,402	108,402	-	0.00%
Park land	53,795,276	53,795,276	-	0.00%
Construction in progress	2,571,135	13,468,726	(10,897,591)	-80.91%
Buildings	18,137,299	19,036,369	(899,070)	-4.72%
Facilities & other improvements	1,236,733	1,353,356	(116,623)	-8.62%
Machinery & equipment	753,333	360,645	392,688	108.88%
Fleet machinery & equipment	2,866,010	2,616,376	249,634	9.54%
Park buildings	515,018	546,830	(31,812)	-5.82%
Park equipment	86,489	26,450	60,039	226.99%
Park improvements	6,130,314	6,716,097	(585,783)	-8.72%
Infrastructure	220,961,736	216,291,062	4,670,674	2.16%
Total Capital Assets, Net	<u>\$ 315,496,705</u>	<u>\$ 321,645,313</u>	<u>\$ (6,148,608)</u>	-1.91%

- The increase in land is due to a transfer from the Rocklin Redevelopment Agency to the City of Rocklin for Quarry Land to be used for an expansion of Quarry Park. The City also purchased land for a planned new fire station.
- Construction in progress decreased primarily due to the completed Whitney Ranch Interchange transferred out of construction in progress to infrastructure. Whitney Ranch Interchange transfer out of Construction in progress for \$12.373 million was partially offset by additions for new projects in progress such as Rocklin Road at Pacific Roundabout and New Fire 1 Intersection.
- Infrastructure increased due to transfers from completed Construction in progress partially offset by depreciation.

Additional detail and information on capital asset activity is described in Note 5 of this report.

DEBT ADMINISTRATION

During the year, long-term debt from governmental activities increased by \$15.93 million primarily due to increases in Net Pension Obligation and the issuance of the 2016 Public Finance Authority Lease Revenue Bonds.

The following table summarizes the City’s debt at the end of the year:

Table 5 - Long-Term Debt				
	Governmental Activities			
	2017	2016	Dollar Change	% Change
2003 Certificates of Participation	\$ -	\$ 1,515,000	\$ (1,515,000)	-100.00%
2003 PFA Refunding Revenue				
Bonds-Senior	6,440,000	7,020,000	(580,000)	-8.26%
2003 PFA Refunding Revenue				
Bonds - Subordinate	550,000	645,000	(95,000)	-14.73%
2016 PFA Lease Revenue Bonds	9,455,000	-	9,455,000	100.00%
Bond Premiums	661,218	-	661,218	100.00%
Claims Payable	1,408,937	1,778,925	(369,988)	-20.80%
Net Pension Obligation	42,206,477	32,877,484	9,328,993	28.38%
Net OPEB Obligation	17,548,188	18,597,537	(1,049,349)	-5.64%
Compensated Absences	3,348,361	3,254,190	94,171	2.89%
Total Long-Term Debt	\$ 81,618,181	\$ 65,688,136	\$ 15,930,045	24.25%

Additional detail and information on long-term debt activity is described in Note 6 of this report.

GENERAL FUND BUDGETARY HIGHLIGHTS

Changes from the City's General Fund 2016/2017 original budget to the final budget are detailed in the Required Supplementary Information section along with a comparison to actual activity for the year ended. Changes to the City's budget that increase or decrease appropriations in a fund must be approved by a resolution of the City Council. The Final Budget for General Fund expenditures was increased by \$3.117 million during the year to provide for: \$213 thousand for additional equipment, \$1.485 million additional payments to the California Employers’ Retiree Benefit Trust Fund (CERBT) to reduce the retiree’s health liability, and \$1.419 million for operating expenditures. The operating expenditures were for payments to CALPERS to reduce pension liability, Strike Team deployments, funding reserves for Fleet replacements and replenishing economic development reserves. The equipment increases were for new vehicles which could not be purchased from replacement reserves, Police equipment, and a new Twin Oaks Park play structure.

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide a general overview of the City of Rocklin's finances for all of Rocklin's residents, taxpayers, customers, investors, and creditors. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City Clerk, 3970 Rocklin Road, Rocklin, California, 95677.



BASIC FINANCIAL STATEMENTS

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City of Rocklin
Statement of Net Position
June 30, 2017
(With comparative totals for June 30, 2016)

	Governmental Activities	
	2017	2016
ASSETS		
Current Assets:		
Cash and investments	\$ 51,143,549	\$ 48,584,756
Restricted cash and investments	21,606,452	14,332,917
Receivables - net	8,506,255	10,260,491
Inventory and prepaid items	30,303	15,852
Total Current Assets	<u>81,286,559</u>	<u>73,194,016</u>
Noncurrent Assets:		
Loans receivable	14,875,277	12,590,981
Advances to fiduciary activities	1,479,701	2,083,775
Capital assets - net	315,496,705	321,645,313
Total Noncurrent Assets	<u>331,851,683</u>	<u>336,320,069</u>
Total Assets	<u>\$ 413,138,242</u>	<u>\$ 409,514,085</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension Adjustments from Estimates and Changes in Assumptions	<u>\$ 14,848,820</u>	<u>\$ 7,216,353</u>
LIABILITIES		
Current Liabilities:		
Accounts payable and accrued liabilities	\$ 3,615,980	\$ 9,613,924
Deposits	773,428	435,829
Interest payable	105,000	135,000
Other liabilities	21,893	95,043
Compensated absences - current portion	1,423,466	1,395,375
Long-term debt - due within one year	1,195,000	1,160,000
Total Current Liabilities	<u>7,134,767</u>	<u>12,835,171</u>
Noncurrent Liabilities:		
Long-term debt - due after one year	15,911,218	8,020,000
Claims payable	1,408,937	1,778,925
Compensated absences	1,924,895	1,858,815
Net pension obligation	42,206,477	32,877,484
Net OPEB obligation	17,548,188	18,597,537
Total Noncurrent Liabilities	<u>78,999,715</u>	<u>63,132,761</u>
Total Liabilities	<u>\$ 86,134,482</u>	<u>\$ 75,967,932</u>
DEFERRED INFLOWS OF RESOURCES		
Pension Adjustments from Estimates and Changes in Assumptions	<u>\$ 3,137,402</u>	<u>\$ 3,956,644</u>
NET POSITION		
Net investment in capital assets	\$ 305,878,169	\$ 312,465,313
Restricted	28,671,195	26,651,163
Unrestricted	4,165,814	(2,310,614)
Total Net Position	<u>\$ 338,715,178</u>	<u>\$ 336,805,862</u>

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Activities
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

Functions/Programs	Expenses	Program Revenues				Net (Expense) Revenue and Change in Net Position	
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total	2017	2016
Primary Government:							
Governmental Activities:							
General government	\$ 15,594,154	\$ 1,546,035	\$ 3,329,873	\$ -	\$ 4,875,908	\$ (10,718,246)	\$ (13,116,290)
Public safety	23,573,244	1,175,654	827,350	-	2,003,004	(21,570,240)	(17,002,221)
General services	24,091,079	1,123,692	4,073,404	1,979,083	7,176,179	(16,914,900)	494,759
Culture and recreation	1,680,297	817,551	3,821	-	821,372	(858,925)	(1,806,370)
Community development	3,648,661	6,166,673	173,058	-	6,339,731	2,691,070	2,786,449
Interest and fiscal charges	997,448	-	-	-	-	(997,448)	(423,478)
Total Governmental Activities	\$ 69,584,883	\$ 10,829,605	\$ 8,407,506	\$ 1,979,083	\$ 21,216,194	(48,368,689)	(29,067,151)
General Revenues and Special Items:							
Taxes:							
Property taxes						10,641,721	9,833,055
Sales and use taxes						12,951,595	12,868,331
Gas tax						4,532,443	4,634,924
Transient occupancy taxes						730,719	572,498
Other taxes						9,510,931	8,959,418
Total taxes						38,367,409	36,868,226
Motor vehicle fees						4,505,705	4,218,989
Franchise fees						2,119,222	2,123,205
Impact fees						3,682,003	3,045,750
Investment earnings						1,453,126	1,879,887
Other revenues						128,143	727,498
Total General Revenues						50,255,608	48,863,555
Special item - gain (loss) on disposal of capital assets						22,397	(767,147)
Total General Revenues and Special Items						50,278,005	48,096,408
Change in Net Position						1,909,316	19,029,257
Net Position - Beginning of Year						336,805,862	317,698,301
Prior Period Adjustments GASB 68						-	78,304
Net Position - Beginning of Year, As Adjusted						336,805,862	317,776,605
Net Position - End of Year						\$ 338,715,178	\$ 336,805,862

The accompanying notes are an integral part of these financial statements.

MAJOR GOVERNMENTAL FUNDS

Fund Title	Fund Description
General Fund	Primary operating fund of the City: accounts for all activities except those legally or administratively required to be accounted for in other funds.
Rocklin Public Financing Authority Debt Service	Accounts for the debt service of the Rocklin Public Financing Authority.
Low and Moderate Income Housing Asset Special Revenue	Accounts for the housing assets of the former Rocklin Redevelopment Agency transferred to the City of Rocklin as Housing Successor.
Traffic Circulation Impact Fee Capital Projects	Accounts for activities related to traffic congestion management.
SB325 Sales Tax	Accounts for sales tax revenue collected in accordance with Senate Bill 325 to be used for transit services, construction and maintenance of streets.

City of Rocklin

Balance Sheet

Governmental Funds

June 30, 2017

(With comparative totals for June 30, 2016)

	Major Funds				
	General Fund	Rocklin Public Financing Authority Debt Service Fund	SB325 Sales Tax	Low and Moderate Income Housing Asset Fund	Traffic Circulation Impact Fee Fund
ASSETS					
Cash and investments	\$ 31,448,487	\$ 624	\$ 2,541,056	\$ 2,450,270	\$ 747,445
Restricted cash and investments	-	9,970,425	-	-	-
Receivables:					
Taxes	3,344,007	-	3,369,208	-	-
Interest receivable	306,394	-	-	-	-
Intergovernmental	-	-	-	-	-
Other receivables	427,492	-	143,024	-	-
Due from other funds	1,747,072	-	-	-	-
Loans receivable	-	-	-	9,591,436	4,864,526
Advances to fiduciary activities	1,408,708	-	-	70,993	-
Total assets	\$ 38,682,160	\$ 9,971,049	\$ 6,053,288	\$ 12,112,699	\$ 5,611,971
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES					
Liabilities:					
Accounts payable and accrued liabilities	\$ 2,705,021	\$ -	\$ 167,989	\$ -	\$ 3,906
Deposits	578,427	-	-	-	195,001
Due to other funds	13,030	-	630,014	-	-
Unearned revenues	448,000	-	-	-	-
Other liabilities	21,893	-	-	-	-
Compensated absences	1,405,593	-	-	-	-
Total liabilities	5,171,964	-	798,003	-	198,907
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	34,815	-	-	-	3,533,744
Fund Balances:					
Nonspendable:					
Endowments	-	-	-	-	-
Advances to fiduciary activities	1,408,708	-	-	70,993	-
Long-term receivables	-	-	-	9,591,436	4,864,526
Restricted	-	9,971,049	5,255,285	2,450,270	-
Committed	23,788,872	-	-	-	-
Unassigned (Deficit)	8,277,801	-	-	-	(2,985,206)
Total fund balances	33,475,381	9,971,049	5,255,285	12,112,699	1,879,320
Total liabilities, fund balances and deferred inflows of resources	\$ 38,682,160	\$ 9,971,049	\$ 6,053,288	\$ 12,112,699	\$ 5,611,971

The accompanying notes are an integral part of these financial statements.

Continued

City of Rocklin

Balance Sheet

Governmental Funds

June 30, 2017

(With comparative totals for June 30, 2016)

	Nonmajor Governmental Funds	Total Governmental Funds	
		2017	2016
ASSETS			
Cash and investments	\$ 11,772,143	\$ 48,960,025	\$ 46,423,649
Restricted cash and investments	11,636,027	21,606,452	14,332,917
Receivables:			
Taxes	153,804	6,867,019	8,096,870
Interest receivable	-	306,394	406,090
Intergovernmental	466,011	466,011	690,487
Other receivables	294,421	864,937	1,067,044
Due from other funds	-	1,747,072	2,135,470
Loans receivable	419,315	14,875,277	12,590,981
Advances to fiduciary activities	-	1,479,701	2,083,775
Total assets	\$ 24,741,721	\$ 97,172,888	\$ 87,827,283
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ 499,776	\$ 3,376,692	\$ 9,538,904
Deposits	-	773,428	435,829
Due to other funds	1,104,028	1,747,072	2,135,470
Unearned revenues	2,695	450,695	855,695
Other liabilities	-	21,893	95,043
Compensated absences	-	1,405,593	1,379,323
Total liabilities	1,606,499	7,775,373	14,440,264
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	496,060	4,064,619	4,451,919
Fund Balances:			
Nonspendable:			
Endowments	491,455	491,455	491,455
Advances to fiduciary activities	-	1,479,701	2,083,775
Long-term receivables	419,315	14,875,277	12,590,981
Restricted	17,407,465	35,084,069	23,287,775
Committed	5,050,480	28,839,352	25,956,912
Unassigned (Deficit)	(729,553)	4,563,042	4,524,202
Total fund balances	22,639,162	85,332,896	68,935,100
Total liabilities, fund balances and deferred inflows of resources	\$ 24,741,721	\$ 97,172,888	\$ 87,827,283

The accompanying notes are an integral part of these financial statements.

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City of Rocklin
Reconciliation of the Government Funds Balance Sheet
to the Government-Wide Statement of Net Position
June 30, 2017

Total Fund Balances - Total Governmental Funds \$ 85,332,896

Amounts reported for governmental activities in the Statement of Net Position were different because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. The capital assets were adjusted as follows:

Capital assets	506,510,592
Less: accumulated depreciation	<u>(193,879,897)</u>
Total Capital Assets	<u>312,630,695</u>

Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet. (105,000)

Internal service funds are used by management to charge the costs of vehicle maintenance and various insurance costs to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position. 4,803,190

Pension adjustments from timing differences, including contributions made to pension plans that reduce the net pension liability in the next fiscal year, the impact from changes in proportionate shares on beginning balances, and differences between projected and actual earnings on plan investments, have been reported as deferred outflows of resources. 14,848,820

Pension adjustments from timing differences, including changes in assumptions, differences between expected and actual experiences, changes in proportionate shares related to contributions and differences between projected and actual earnings on plan investments, have been reported as deferred inflows of resources. (3,137,402)

Certain revenues were recorded as deferred inflows of resources in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis. 4,064,619

Liabilities were reported for certain revenues that were not available to pay current period expenditures and were reported as unearned in the fund statements. 450,695

Long-term obligations were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet. The long-term liabilities were adjusted as follows:

Long-term debt	(17,106,218)
Compensated absences	(1,903,515)
Claims payable	(1,408,937)
Net pension obligation	(42,206,477)
Net OPEB obligation	<u>(17,548,188)</u>
Total Long-Term Obligations	<u>(80,173,335)</u>

Net Position of Governmental Activities \$ 338,715,178

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Major Funds				
	General Fund	Rocklin Public Financing Authority Debt Service Fund	SB325 Sales Tax	Low and Moderate Income Housing Asset Fund	Traffic Circulation Impact Fee Fund
REVENUES					
Taxes and assessments	\$ 27,897,219	\$ -	\$ 6,241,141	\$ -	2,345,956
License and permits	3,115,897	-	-	-	-
Fines and forfeitures	311,834	-	-	-	-
Intergovernmental	5,407,220	-	143,024	-	636,859
Charges for services	2,327,676	-	-	-	386,219
Use of money and property	1,616,894	499,703	21,148	167,993	7,045
Contributions from developers and homeowners	-	-	-	-	-
Other revenues	4,590,596	-	-	-	714
Total Revenues	45,267,336	499,703	6,405,313	167,993	3,376,793
EXPENDITURES					
Current:					
General government	15,457,431	22,700	13,899	-	-
Public safety	20,741,091	-	-	-	-
General services	5,284,683	-	1,653,505	-	49,478
Culture and recreation	1,695,318	-	-	-	-
Community development	3,901,679	-	-	-	88,624
Capital outlay	327,642	-	918,832	-	1,467,142
Debt service:					
Principal	-	675,000	-	-	-
Interest and fiscal charges	141,957	329,722	-	-	-
Total Expenditures	47,549,801	1,027,422	2,586,236	-	1,605,244
Excess (Deficiency) of Revenues over Expenditures	(2,282,465)	(527,719)	3,819,077	167,993	1,771,549
OTHER FINANCING SOURCES (USES)					
Proceeds from debt issuance	-	-	-	-	-
Defeasance of debt	-	-	-	-	-
Transfers in	3,508,970	-	-	-	-
Transfers out	(812,800)	-	(396,333)	-	(308,500)
Total Other Financing Sources (Uses)	2,696,170	-	(396,333)	-	(308,500)
Net Change in Fund Balances	413,705	(527,719)	3,422,744	167,993	1,463,049
Fund Balances Beginning	33,061,676	10,498,768	1,832,541	11,944,706	416,271
Fund Balances Ending	\$ 33,475,381	\$ 9,971,049	\$ 5,255,285	\$ 12,112,699	\$ 1,879,320

The accompanying notes are an integral part of these financial statements.

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Nonmajor Governmental Funds	Total Governmental Funds	
		2017	2016
REVENUES			
Taxes and assessments	\$ 10,095,415	\$ 46,579,731	\$ 40,369,523
License and permits	90,584	3,206,481	3,004,681
Fines and forfeitures	66,824	378,658	227,817
Intergovernmental	1,890,092	8,077,195	9,666,864
Charges for services	147,928	2,861,823	2,629,221
Use of money and property	94,640	2,407,423	2,778,659
Contributions from developers and homeowners	2,017,824	2,017,824	4,744,217
Other revenues	908,360	5,499,670	6,151,550
Total Revenues	15,311,667	71,028,805	69,572,532
EXPENDITURES			
Current:			
General government	767,425	16,261,455	18,233,061
Public safety	17,622	20,758,713	20,460,097
General services	6,973,048	13,960,714	14,272,425
Culture and recreation	-	1,695,318	1,584,662
Community development	50,907	4,041,210	2,963,265
Capital outlay	2,150,253	4,863,869	17,525,161
Debt service:			
Principal	485,000	1,160,000	1,110,000
Interest and fiscal charges	212,050	683,729	438,478
Total Expenditures	10,656,305	63,425,008	76,587,149
Excess (Deficiency) of Revenues over Expenditures	4,655,362	7,603,797	(7,014,617)
OTHER FINANCING SOURCES (USES)			
Proceeds from debt issuance	10,143,821	10,143,821	5,852,781
Defeasance of debt	(1,401,322)	(1,401,322)	-
Transfers in	539,897	4,048,867	5,134,276
Transfers out	(2,479,734)	(3,997,367)	(5,087,676)
Total Other Financing Sources (Uses)	6,802,662	8,793,999	5,899,381
Net Change in Fund Balances	11,458,024	16,397,796	(1,115,236)
Fund Balances Beginning	11,181,138	68,935,100	70,050,336
Fund Balances Ending	\$ 22,639,162	\$ 85,332,896	\$ 68,935,100

The accompanying notes are an integral part of these financial statements.

Concluded

City of Rocklin

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Government-Wide
Statement of Activities**

For the year ended June 30, 2017

Net Change in Fund Balances - Total Governmental Funds	\$ 16,397,796
Amounts reported for governmental activities in the Statement of Activities were different because:	
Governmental Funds report capital outlay as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over their estimated useful lives as depreciation expense.	
Capital outlay	4,745,057
Depreciation expense	(12,207,653)
Internal service funds are used by management to charge the costs of vehicle maintenance, and various insurance costs to individual funds. The net revenue or (excess expenses) of the internal service funds is reported with government activities.	128,141
Certain revenues were not recorded or recorded as unearned revenue in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis.	659,356
Certain revenues were recorded as deferred inflows of resources in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis.	(387,300)
Long-term compensated absences and claims payables were reported in the Government-Wide Statement of Activities, but they did not require the use of current financial resources and were not reported as expenditures in governmental funds.	
Compensated absences	(71,914)
Claims liabilities	369,988
In governmental funds, actual contributions to pension plans are reported as expenditures in the year incurred. However, in the Government-Wide Statement of Activities, only the current year pension expense as noted in the plans' valuation reports is reported as an expense, as adjusted for deferred inflows and outflows of resources.	(877,284)
Repayment of long-term debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.	(7,926,218)
Certain expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in the fund statements as follows:	
Other postemployment benefits	1,049,349
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, interest expense was not reported as expenditures in governmental funds. The following amount represented the net change in accrued interest from prior year.	30,000
	<u>30,000</u>
Change in Net Position of Governmental Activities	<u><u>\$ 1,909,316</u></u>

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Net Position
Fleet Management Internal Service Fund
June 30, 2017
(With comparative totals for June 30, 2016)

	Totals	
	2017	2016
ASSETS		
Current assets:		
Cash and investments	\$ 2,183,524	\$ 2,161,107
Accounts receivable	1,894	-
Inventory	30,303	15,852
Total current assets	<u>2,215,721</u>	<u>2,176,959</u>
Non-current assets:		
Capital assets - net	2,866,010	2,616,376
Total non-current assets	<u>2,866,010</u>	<u>2,616,376</u>
Total assets	<u><u>\$ 5,081,731</u></u>	<u><u>\$ 4,793,335</u></u>
LIABILITIES		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 239,288	\$ 75,020
Compensated absences	17,873	16,052
Total current liabilities	<u>257,161</u>	<u>91,072</u>
Non-current liabilities:		
Compensated absences	21,380	27,214
Total non-current liabilities	<u>21,380</u>	<u>27,214</u>
Total liabilities	<u><u>\$ 278,541</u></u>	<u><u>\$ 118,286</u></u>
NET POSITION		
Net Investment in capital assets	\$ 2,866,010	\$ 2,616,376
Unrestricted	1,937,180	2,058,673
Total net position	<u><u>\$ 4,803,190</u></u>	<u><u>\$ 4,675,049</u></u>

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Revenues, Expenses and Changes in Fund Net Position
Fleet Management Internal Service Fund
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Totals	
	2017	2016
OPERATING REVENUES		
Fleet management cost allocations	\$ 1,827,419	\$ 1,262,300
Fleet management reserve revenue	-	2,047,520
Intergovernmental	75,381	105,166
Other revenue	83,181	5
Total operating revenues	1,985,981	3,414,991
OPERATING EXPENSES		
Salaries and benefits	500,207	554,024
Services and supplies	977,989	767,961
Depreciation	481,737	428,190
Total operating expenses	1,959,933	1,750,175
Operating income (loss)	26,048	1,664,816
NONOPERATING REVENUES(EXPENSES)		
Gain (loss) on sale of assets	22,399	-
Capital contributions	118,815	234,417
Investment earnings	12,379	422
Total nonoperating revenues(expenses)	153,593	234,839
Income (loss) before operating transfers	179,641	1,899,655
Transfers in	-	-
Transfers out	(51,500)	(46,600)
Change in net position	128,141	1,853,055
Total net position - beginning	4,675,049	2,821,994
Total net position - ending	\$ 4,803,190	\$ 4,675,049

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Cash Flows
Proprietary Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Totals	
	2017	2016
Cash flows from operating activities:		
Receipts from interfund services provided	\$ 1,825,525	\$ 3,309,820
Other receipts	158,562	105,171
Payments to suppliers for goods and services	(807,742)	(832,776)
Payments to employees for services	(524,650)	(546,347)
Net cash provided (used) by operating activities	<u>651,695</u>	<u>2,035,868</u>
Cash flows from noncapital financing activities:		
Interfund transactions	(51,500)	(46,600)
Net cash provided (used) by noncapital financing activities	<u>(51,500)</u>	<u>(46,600)</u>
Cash flows from capital financing activities:		
Purchases (sales) of capital assets - net	(708,972)	(260,186)
Proceeds from capital contributions	118,815	234,417
Net cash provided (used) by capital financing activities	<u>(590,157)</u>	<u>(25,769)</u>
Cash flows from investing activities:		
Investment income received	12,379	422
Net cash provided (used) by investing activities	<u>12,379</u>	<u>422</u>
Net increase (decrease) in cash and cash equivalents	22,417	1,963,921
Cash and cash equivalents - beginning	2,161,107	197,186
Cash and cash equivalents - ending	<u>\$ 2,183,524</u>	<u>\$ 2,161,107</u>
Reconciliation of operating income to net cash provided (used) by operating activities:		
Operating income (loss)	\$ 26,048	\$ 1,664,816
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	481,737	428,190
Change in operating assets and liabilities:		
Accounts receivable	(1,894)	-
Inventory	(14,451)	21,399
Accounts payable and accrued liabilities	164,268	(79,528)
Compensated absences	(4,013)	991
Net cash provided (used) by operating activities	<u>\$ 651,695</u>	<u>\$ 2,035,868</u>

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2017

	Successor Agency		Totals
	Private-Purpose Trust Funds	Agency Funds	
ASSETS			
Current assets:			
Cash and investments	\$ 1,959,852	\$ 1,562,174	\$ 3,522,026
Cash and investment with trustee/fiscal agent	1,815,117	6,551,368	8,366,485
Accounts receivable	-	56,413	56,413
Total current assets	<u>3,774,969</u>	<u>8,169,955</u>	<u>11,944,924</u>
Non-current assets:			
Property, plant and equipment - net	1,337,323	-	1,337,323
Total assets	<u>\$ 5,112,292</u>	<u>\$ 8,169,955</u>	<u>\$ 13,282,247</u>
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 85	\$ -	\$ 85
Due to other agencies	-	8,169,955	8,169,955
Interest payable	656,977	-	656,977
Due within one year	1,047,350	-	1,047,350
Total current liabilities	<u>1,704,412</u>	<u>8,169,955</u>	<u>9,874,367</u>
Noncurrent liabilities:			
Advances from City of Rocklin	1,479,701	-	1,479,701
Loans payable	292,349	-	292,349
Bonds payable - net	22,861,417	-	22,861,417
Total noncurrent liabilities	<u>24,633,467</u>	<u>-</u>	<u>24,633,467</u>
Total liabilities	<u>\$ 26,337,879</u>	<u>\$ 8,169,955</u>	<u>\$ 34,507,834</u>
NET POSITION			
Held in trust for Redevelopment Dissolution	<u>\$ (21,225,587)</u>		<u>\$ (21,225,587)</u>

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Changes in Fiduciary Net Position
Private Purpose Trust Funds
For the year ended June 30, 2017

	Successor Agency <u>Private-Purpose Trust Funds</u>
ADDITIONS	
Property taxes	\$ 3,015,882
Investment earnings	154,554
Total additions	<u>3,170,436</u>
DEDUCTIONS	
General government	267,725
Interest expense	1,129,760
Loss on disposal of capital assets	1,064,356
Total deductions	<u>2,461,841</u>
Change in net position	708,595
Total net position - beginning	<u>(21,934,182)</u>
Total net position - ending	<u><u>\$ (21,225,587)</u></u>

The accompanying notes are an integral part of these financial statements.

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NOTES TO FINANCIAL STATEMENTS

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City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Rocklin (City) was incorporated in 1893 under the laws and regulations of the State of California (State). The City operates under a City Council/Manager form of government and provides the following services general government, community development, public safety, culture and recreation and general services.

The basic financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Financial Reporting Entity

The City operates as a self-governing local government unit within the State. It has limited authority to levy taxes and has the authority to determine user fees for the services that it provides. The City's main funding sources include property taxes, sales taxes, other intergovernmental revenue from state and federal sources, user fees, and federal and state financial assistance.

The financial reporting entity consists of (a) the primary government, the City, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Financial accountability is defined as the appointment of a voting majority of the component unit's board, and either (a) the City has the ability to impose its will on the organization, or (b) there is a potential for the organization to provide a financial benefit to or impose a financial burden on the City.

As required by GAAP, these financial statements present the government and its component unit, an entity for which the government is considered to be financially accountable. This component unit is reported on a blended basis. A blended component unit, although a legally separate entity, is, in substance, part of the government's operations and so data from this unit is combined with data of the primary government. The financial statement of the individual component unit, if applicable as indicated below, may be obtained from the City of Rocklin website.

The City's reporting entity includes the following blended component unit:

Rocklin Public Financing Authority

The Rocklin Public Financing Authority (Authority) was formed on December 13, 1994, as a joint powers authority between the City and the former Redevelopment Agency to serve as a financing mechanism for various capital projects. Upon the dissolution of the Rocklin Redevelopment Agency on February 1, 2012, the City appointed itself successor agency governed by an oversight board consisting of members from all taxing authorities in the redevelopment area to wind up all redevelopment activities, which consisted primarily of debt. Because of the limited authority of the successor, their membership in the Authority is also limited as the successor cannot obligate the Authority or issue new debt on its own. The City Council acts as the governing board in a concurrent session. The Authority provides services solely for the benefit of the City and is presented in the governmental activities in the fund financial statements as a blended component unit.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

B. Basis of Presentation, Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The City's government-wide financial statements include a *Statement of Net Position* and a *Statement of Activities*. These statements present summaries of governmental activities for the City. Fiduciary activities of the City are not included in these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. The City did not have any business-type activities during the year.

These statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, deferred inflows of resources (including capital assets, as well as infrastructure assets, and long-term liabilities), are included in the accompanying *Statement of Net Position*. The *Statement of Activities* presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The *Statement of Activities* demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. In conformity with the City's indirect cost allocation plan, certain indirect costs are included in the program expense reported for individual functions and activities.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regards to interfund activities, payables, and receivables. All internal balances in the *Statement of Net Position* have been eliminated. The following interfund activities have been eliminated:

- Transfers in/Transfers out
- Internal Service Fund charges

Governmental Fund Financial Statements

Governmental fund financial statements include a *Balance Sheet* and a *Statement of Revenues, Expenditures and Changes in Fund Balances* for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in fund

City of Rocklin
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balances as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met the applicable criteria.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the balance sheets. The *Statement of Revenues, Expenditures and Changes in Fund Balances* present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (up to 60 days after year-end) are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property tax, sales tax, special assessments, intergovernmental revenues, other taxes, interest revenue, rental revenue and certain charges for services. Fines, forfeitures, licenses and permits are not susceptible to accrual because they are usually not measurable until received in cash. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unearned revenue is removed from the combined balance sheet and revenue is recognized.

The following funds are major funds:

General Fund

The General Fund is used to account for resources traditionally associated with the City which are not required legally or by sound financial management to be accounted for in another fund. From this fund are paid the City's general operating expenditures, the fixed charges, and the capital costs that are not paid through other funds. The General Fund is a combination of other funds, which include, Quarry Park Amphitheater, Streets Maintenance Reserve, Economic Development Reserve, Technology Fee, Retirees Health, ADA and Parks Maintenance Reserve.

Rocklin Public Financing Authority Debt Service Fund

This debt service fund was established to account for the debt service activity of the Rocklin Public Financing Authority.

SB325 Sales Tax Fund

This fund accounts for sales tax revenue collected in accordance with Senate Bill 325 to be used for transit services, construction and maintenance of streets.

Low and Moderate Income Housing Asset Fund

This special revenue fund accounts for the administration and operation of the City's low and moderate income housing program of the former Rocklin Redevelopment Agency transferred to the City of Rocklin as the Housing Successor.

Traffic Construction Impact Fee Capital Projects Fund

This capital projects fund accounts for activities related to congestion management and traffic relief.

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Additionally, the City reports the following nonmajor fund types of governmental funds:

Special Revenue Funds

Special revenue funds account for and report the proceeds of specific revenue sources that are restricted, committed or assigned to specific purposes other than debt service or capital projects.

Capital Project Funds

Capital project funds account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets in governmental funds.

Debt Service Funds

Debt service funds account for the accumulation of resources for, and payment on, long-term obligation debt principal and interest.

Permanent Funds

Permanent funds account for and report financial resources for the principal corpus of endowments where only the investment earnings can be spent on specified purposes.

Proprietary Funds

In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the “economic resources measurement focus”. This means all assets, deferred outflows of resources, liabilities (whether current or noncurrent) and deferred inflows of resources associated with their activities are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal value. Non-operating revenues, such as subsidies, taxes, and investment earnings result from nonexchange transactions or ancillary activities.

The City’s internal service funds are proprietary funds. Internal service funds account for charges to City departments for services provided, on a cost reimbursement basis. Amounts paid to acquire capital assets are capitalized as assets in the internal service funds financial statements.

Fleet Internal Service Fund

The Fleet Internal Service Fund is used to account for the financing of the City’s fleet services provided by one City department to other departments on a cost-reimbursement basis. The Fleet Internal Service Fund balances and activities have been combined with governmental activities in the government-wide financial statements.

Fiduciary Funds

Private Purpose Trust Funds

Private Purpose Trust Funds account for resources held for other individuals and entities in a manner similar to private enterprise.

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Agency Funds

Agency Funds account for assets held by the City in a purely custodial capacity. Since agency funds are custodial in nature, they do not involve the measurement of results of operations and are not presented in the government-wide financial statements.

C. Cash Deposits and Investments

The City pools its available cash for investment purposes. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments.

Deposit and Investment Risk Disclosures - In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures* (Amendment of GASB Statement No. 3), certain disclosure requirements, if applicable, for Deposits and Investment Risks in the following areas:

- Interest Rate Risk
- Credit Risk
 - Overall
 - Custodial Credit Risk
 - Concentrations of Credit Risk
- Foreign Currency Risk

Other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

The City participates in the Local Agency Investment Fund (LAIF), an investment pool for local governments and special districts managed by the State of California. Under Federal Law, the State of California cannot declare bankruptcy; therefore deposits in the LAIF shall not be subject to either of the following: (a) transfer or loan pursuant to Government Code Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency.

The City participates in the Placer County Treasurers Investment Portfolio, an investment pool for local governments, school districts, and special districts in Placer County. Investments are made in accordance with Government Code Section 27000.5, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objective of the county treasurer is to safeguard the principal of the funds under his or her control. The secondary objective is to meet the liquidity needs of the depositor. The third objective is to achieve a return on the funds under his or her control."

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income. This statement changed the definition of fair value and is effective for periods beginning after June 15, 2015.

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Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining this amount, three valuation techniques are available:

- Market approach - This approach uses prices generated for identical or similar assets or liabilities. The most common example is an investment in a public security traded in an active exchange such as the NYSE.
- Cost approach - This technique determines the amount required to replace the current asset. This approach may be ideal for valuing donations of capital assets or historical treasures.
- Income approach - This approach converts future amounts (such as cash flows) into a current discounted amount.

Each of these valuation techniques requires inputs to calculate a fair value. Observable inputs have been maximized in fair value measures, and unobservable inputs have been minimized.

D. Interfund Receivables and Payables

Items classified as interfund receivables/payables are referred to as “advances to/advances from other funds” or as “due to/from other funds”. Due to/from other funds include short-term lending/borrowing transactions between funds. This classification also includes the current portion of an advance to or from another fund. Advances to/advances from other funds represents non-current portions of any long-term lending/borrowing transactions between funds. This amount will be equally offset by a reserve of fund balance which indicates that it does not represent available financial resources and therefore, is not available for appropriation.

E. Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Major receivable balances for the governmental activities include property taxes, sales and use taxes, transient taxes, franchise taxes, intergovernmental subventions, interest earnings, and expense reimbursements.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as property tax, sales tax, transient tax, franchise tax, and intergovernmental subventions since they are usually both measurable and available. Non-exchange transactions collectible but not available, such as property tax, are deferred in the fund financial statements in accordance with the modified accrual basis, but not deferred in the government-wide financial statements in accordance with the accrual basis.

Interest and investment earnings are recorded when earned only if paid within 60 days since they would be considered both measurable and available. The City’s experience is that all accounts receivable are collectible; therefore an allowance for doubtful accounts is unnecessary.

F. Loans Receivable

Under the City’s housing assistance program, loans are made to qualified individuals and businesses within prescribed project areas for the purpose of housing acquisition, housing rehabilitation and/or economic development. The majority of these loans are on a deferred payback program. Repayments of the outstanding loans are applied to the principal balance of the loan receivable. The long-term portion of

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loans receivable has been offset by *Unearned Revenues* in the accompanying financial statements, as applicable.

G. Inventories

The City maintains an inventory for fuel that is recorded at cost in the Fleet Internal Service Fund and expensed when consumed. The cost of other consumable materials and supplies on hand are immaterial to the financial statements, and the City has therefore chosen to report these items as expenditures/expenses at the time of purchase.

H. Capital Assets

The City's assets are capitalized at historical cost or estimated historical cost, if actual is unavailable, except for donated Capital Assets which are recorded at their estimated fair value at the date of donation. Policy has set the capitalization threshold for reporting at \$10,000 for non-infrastructure capital assets, \$5,000 for grant funded non-infrastructure capital assets, and \$100,000 for infrastructure capital assets.

Public domain (infrastructure) capital assets include roads, bridges, curbs and gutters, streets, sidewalks, drainage systems, and lighting systems. The accounting treatment of property, plant and equipment (capital assets) depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by asset type is as follows:

Equipment, machinery and vehicles	3 – 10 Years
Facilities and improvements	15 Years
Infrastructure	25 – 50 Years
Buildings and building improvements	30 Years

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for in the same way as in the government-wide statements.

I. Deferred Outflows/Deferred Inflows

Deferred outflows of resources is a consumption of net position by the City that is applicable to a future reporting period; for example, prepaid items and deferred charges. Deferred inflows of resources is an acquisition of net position by the City that is applicable to a future reporting period; for example, unearned revenue and advance collections. The City has deferred outflows and deferred inflows of resources related to the implementation of GASB 68 for pension retirement plans. See note 9 for additional information.

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J. Interest Payable

In the government-wide financial statements, interest payable on long-term debt is recognized as an incurred liability for governmental fund types. The City has not allocated the interest on long-term debt to departments.

In the fund financial statements, governmental fund types do not recognize the interest payable when the liability is incurred. Interest on long-term debt is recorded in the fund statements when payment is made.

K. Claims Payable

The City records a liability to reflect an actuarial estimate of ultimate uninsured losses for general liability claims. The estimated liability for these claims include "incurred but not reported" (IBNR) claims. There is no fixed payment schedule to pay these liabilities.

L. Compensated Absences

The City's policies regarding vacation time and compensatory time permit employees to accumulate earned but unused leave, up to limits established by individual employee bargaining units. This debt is estimated based on historical trend analysis, the current portion of which is reported in the General Fund, the remaining balance is shown in the government-wide financial statements.

M. Long-Term Debt

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The long-term debt consists of the revenue refunding bonds of the Rocklin Public Financing Authority and the Lease Revenue Bonds and unamortized premiums, the OPEB obligation, the pension obligations, compensated absences and a liability for claims.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as revenue and payment of principal and interest reported as expenditures. Long-term debt for proprietary funds is reported in the fund statements similar to as it is reported in the government-wide statements. Debt proceeds are reported as liabilities and payments are reported as reductions to the liability and as interest expense.

N. Pension Expense

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

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Notes to the Basic Financial Statements
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O. Fund Balances

In accordance with Government Accounting Standards Board 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies governmental fund balances as follows:

Nonspendable

Assets that will never convert to cash (prepaid items, inventory).

- Assets that will not convert to cash soon enough to affect the current period (long-term loans receivable).
- Resources that must be maintained intact pursuant to legal or contractual requirements (the principal of an endowment).

Restricted

- Resources that are subject to externally enforceable legal restrictions imposed by parties altogether outside the City (Creditors, Grantors, Contributors, other Governments).
- Resources that are subject to limitations imposed by law through constitutional provisions or legislation (Gas Tax).

Committed

- Self-imposed limitations set in place prior to the end of the period (encumbrances, economic contingencies, and uncertainties)
- Limitation at the highest level of decision-making (Council) and requires formal action at the same level to remove.
- Council resolution is required to establish, modify, or rescind a fund balance commitment.

Assigned

- Amounts in excess of nonspendable, restricted and committed fund balance in funds other than the General Fund are reported as assigned fund balance.

Unassigned

- Residual net resources
- Total fund balance in the General Fund in excess of nonspendable, restricted, committed, and assigned fund balance (surplus).
- Excess of nonspendable, restricted, and committed fund balance over total fund balance (deficit).

Flow Assumption / Spending Order Policy

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to be spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to be spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the City Council has directed otherwise.

P. Net Position

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets

This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets. In addition, deferred

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outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt also are included in the net investment in capital assets component of net position.

Restricted Net Position

This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments. Certain proceeds from debt and loans are reported as restricted net position because their use is limited by applicable debt or other covenants.

Unrestricted Net Position

This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

The detail of amounts reported for each of the above defined net position categories is reported in the government-wide Statement of Net Position.

Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

Q. Interfund Transactions

Interfund services provided and used are accounted for as revenue, expenditures or expenses, as appropriate. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursed fund. Nonrecurring or non-routine permanent transfers of equity are reported as residual equity transfers. All other interfund transactions, except for interfund services provided and used and reimbursements, are reported as transfers.

R. Property Taxes and Special Assessments

Under California law, property taxes are assessed and collected by the counties up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool, and are then allocated to the cities in accordance with statutory regulations.

Property taxes attach annually as an enforceable lien on January 1. Taxes are levied on January 1, are payable in two installments, and are delinquent at December 10 and April 10. The County of Placer (the County) is responsible for the collection and allocation of property taxes. The County apportions secured property tax revenue in accordance with the alternate methods of distribution, the "Teeter Plan," as prescribed by Section 4717 of the California Revenue and Taxation code. Therefore, the City receives 100% of the secured property tax levies to which it is entitled, whether or not collected.

S. Stewardship, Compliance, and Accountability

It is the City's policy to adopt annual budgets. The City Council may amend the budget by motion during the fiscal year.

Expenditures may not legally exceed appropriations at the fund level. Appropriations lapse at the end of the fiscal year.

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Budget information is presented for governmental fund types on a basis consistent with accounting principles generally accepted in the United States of America. Budgeted revenue and expenditure amounts represent the original budget and all approved budget amendments.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Public meetings are conducted to obtain public comments. The City Council annually adopts the budget for the ensuing fiscal year prior to July 1st.
2. Legally adopted budgets and formal budgetary integration is employed as a management control device during the year for all Governmental, Proprietary and Fiduciary Fund Types.
3. Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fees schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2017, based on the calculations by City Management, proceeds of taxes did not exceed the appropriations limit.
4. Budgeted appropriations for the various governmental funds become effective each July 1st.

T. Unearned Revenue

Unearned revenue arises when assets are received before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as deferred inflows from unearned revenue. In the governmental fund financial statements, receivables associated with non-exchange transactions that will not be collected within the availability period have been recorded as deferred inflows from unearned revenue.

U. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

V. Subsequent Events

Management has considered subsequent events through October 31, 2017, the date which the financial statements were available to be issued. The financial statements include all events or transactions, including estimates, required to be recognized in accordance with generally accepted accounting principles. Management has determined that there are no non-recognized subsequent events that require additional disclosure, other than the following:

The City, on behalf of Community Facilities Districts (CFD) 6, 8 and 9, agreed to borrow from the Rocklin Public Financing Authority (PFA) an amount necessary to refund 1999 CFD special tax bonds and pledged the special tax revenues levied in each CFD to the Authority. These loans are not obligations of the City. In the 2017 Special Tax Revenue Refunding Loan Agreement, the Authority agrees to borrow from OPUS Bank, the funds necessary to refund the 1999 CFD special tax bonds and in turn,

City of Rocklin
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refund the 2003 Authority bonds. The loan is secured by a pledge of the revenues received by the Authority from the 2017 CFD loan payments. Opus Bank has no remedy against the City if special taxpayers in the CFD's fail to make their payments. The loan is estimated to be \$5,000,077 at a fixed interest rate of 2.2% and matures on September 1, 2025.

W. Comparative Data

Comparative data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the government's financial position and operations.

X. Implemented New GASB Pronouncements

GASB Statement No. 77, Tax Abatement Disclosures. - Effective date: the requirements of this Statement are effective for reporting periods beginning after December 15, 2015 (earlier application was encouraged and was applied at the City). This Statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the City under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients
- The gross dollar amount of taxes abated during the period
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

The implementation of this statement did not have a significant impact on the City's financial statements and did not result in any prior period restatements or adjustments.

GASB Statement No. 78, Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans - Effective date: the requirements of this Statement are effective for reporting periods beginning after December 15, 2015. The objective of this Statement is to address a practice issue regarding the scope and applicability of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. This issue is associated with pensions provided through certain multiple-employer defined benefit pension plans and to state or local governmental employers whose employees are provided with such pensions.

Prior to the issuance of this GASB 78, the requirements of GASB 68 applied to the financial statements of all state and local governmental employers whose employees are provided with pensions through pension plans that are administered through trusts that meet the criteria in paragraph 4 of that statement.

GASB 78 amends the scope and applicability of GASB 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above.

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The implementation of this statement did not have a significant impact on the City's financial statements and did not result in any prior period restatements or adjustments.

Y. Upcoming New Accounting Pronouncements

GASB Statement No. 75 – Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. Effective date: the provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*, for OPEB. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this Statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This Statement also addresses certain circumstances in which a nonemployer entity provides financial support for OPEB of employees of another entity. Based on the June 30, 2015 actuarial study for the City's OPEB plans, the unfunded actuarial liability was \$19,816,587 as of June 30, 2017. Based on current accounting standards (GASB 45), the City has recorded a net OPEB obligation of \$17,548,188 as of June 30, 2017 in the government-wide statement of net position. The City can expect to record at least an additional \$2,268,399 liability as of June 30, 2018 if assumptions, factors and contributions remain the same in the City's June 30, 2017 actuarial study, which will follow GASB 75 and make GASB 45 obsolete.

GASB Statement No. 81, Irrevocable Split-Interest Agreements - The objective of this Statement is to improve accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement.

Split-interest agreements are a type of giving agreement used by donors to provide resources to two or more beneficiaries, including governments. Split-interest agreements can be created through trusts—or other legally enforceable agreements with characteristics that are equivalent to split-interest agreements—in which a donor transfers resources to an intermediary to hold and administer for the benefit of a government and at least one other beneficiary. Examples of these types of agreements include charitable lead trusts, charitable remainder trusts, and life-interests in real estate.

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This Statement requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. Furthermore, this Statement requires that a government recognize assets representing its beneficial interests in irrevocable split-interest agreements that are administered by a third party, if the government controls the present service capacity of the beneficial interests. This Statement requires that a government recognize revenue when the resources become applicable to the reporting period. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2016, and should be applied retroactively. Earlier application is encouraged. The City doesn't believe this statement will have a significant impact on the City's financial statements.

GASB Statement No. 82, *Pension Issues—an amendment of GASB Statements No. 67, No. 68, and No. 73* – The objective of this Statement is to address certain issues that have been raised with respect to Statements No. 67, *Financial Reporting for Pension Plans*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*. Specifically, this Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

The requirements of this Statement are effective for reporting periods beginning after June 15, 2017, except for the requirements of GASB 82 for selection of assumptions in a circumstance in which an employer's pension liability is measured as of a date other than the employer's most recent fiscal year-end. In that circumstance, the requirements for the selection of assumptions are effective for that employer in the first reporting period in which the measurement date of the pension liability is on or after June 15, 2017. Earlier application is encouraged. The City is currently evaluating the impact on the financial statements and ensuring the required data will be available for disclosure, but does not anticipate a significant impact from the implementation of this standard.

GASB Statement No. 83, *Certain Asset Retirement Obligations*. - This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2018. Earlier application is encouraged. The City doesn't believe this statement will have a significant impact on the City's financial statements.

GASB Statement No. 84, *Fiduciary Activities*. - The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2018. Earlier application is encouraged. Management is in the process of determining the impact this statement will have on the City's financial statements.

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GASB Statement No. 86, *Certain Debt Extinguishment Issues.* - The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2017. Earlier application is encouraged. The City doesn't believe this statement will have a significant impact on the City's financial statements.

NOTE 2 - CASH AND INVESTMENTS

As of June 30, 2017, cash and investments were reported in the financial statements as follows:

	Fair Value		Total Cash and Investments
	Governmental Activities	Fiduciary Activities	
Cash and Investments	\$ 51,143,549	\$ 3,522,026	\$ 54,665,575
Restricted Cash and Investments	21,606,452	8,366,485	29,972,937
Total Cash and Investments	<u>\$ 72,750,001</u>	<u>\$ 11,888,511</u>	<u>\$ 84,638,512</u>

A. Cash Deposits

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest, and places the City ahead of general creditors of the institution.

The market value of pledged securities must equal at least 110 percent of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes that have a value of 150 percent of the City's total cash deposits. The City has waived the collateral requirements for cash deposits which are fully insured to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). The bank balances before reconciling items totaled \$4,007,291 at June 30, 2017 and could be different from carrying amounts due to deposits in transit and outstanding checks. The amount uninsured was \$3,757,291 which was collateralized by securities held by pledging financial institutions.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

B. Investment Policies

City Investment Policy

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity ⁽¹⁾	Maximum Total of Portfolio	Maximum Investment in Any One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40%	5%
Commercial Paper	270 days	25%	5%
Negotiable Certificates of Deposit	5 years	30%	5%
Repurchase Agreements	90 days	15%	5%
Reverse Repurchase Agreements	90 days	15%	5%
Medium-Term Notes	5 years	30%	5%
Time Deposits	5 years	10%	5%
Mutual Funds (Including Money Markets)	N/A	15%	5%
Mortgage Pass-Through Securities	5 years	20%	5%
Local Agency Investment Fund (LAIF)	N/A	None	None
Placer County Investment Pool	N/A	25%	N/A
Collateralized Obligations	None	10%	5%

⁽¹⁾ However, if in the judgement of the Investment Committee it is to the advantage of the City, investments may be made with maturities longer than five years, as long as the weighted average maturity of the City's Fund is five years or less.

C. Local Agency Investment Fund

LAIF is regulated by the California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. As of June 30, 2017 the fair value was \$34,489,464. The balance is available for withdrawal on demand. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. As of June 30, 2017, these investments matured in an average of 194 days.

D. Placer County Treasurer's Investment Portfolio

The Placer County Treasurer's Investment Portfolio operates under the oversight of The Placer County Treasurer's Review Panel. Investments are made in accordance to California Government Code Section 27000.5 and limited to those investments specified by California Government Code Sections 53601 and 53635. As of June 30, 2017 the value of City investment in the fund was \$10,463,699. These monies are held in various investments consisting of treasury notes and bills, other government bonds and money market instruments.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

E. Risk Disclosures

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the term of an investment’s maturity, the greater the sensitivity to changes in market interest rates. It is the City’s practice to manage its exposure to interest rate risk by purchasing a combination of shorter and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for City’s operations. The City’s policy is to limit the weighted average maturity of its investment portfolio to less than five years. As of June 30, 2017, the weighted average maturity was 1.08 years.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of an investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of June 30, 2017, the City’s investments were in compliance with the ratings required by the City’s investment policy, indenture agreements and Government Code.

Concentrations of Credit Risk

As of June 30, 2017, the City had no investments in any one issuer exceeding that allowed by City policy, which is more conservative than stipulated by the California Government Code.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy contains legal or policy requirements that would limit the exposure to custodial credit risk for investments. For the investments maintained by the City, no security was uninsured or unregistered or held by a brokerage firm which is also the counterparty for the security. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

As of June 30, 2017, the City’s investments had the following maturities and ratings:

Cash or Investment Type	Fair Value	Investment Maturities in Years		Year End Rating			G72 Input
		<1	>1	Exempt	AAAm/Aaa-mf	Not Rated	
Local Agency Investment Fund (LAIF)	\$ 34,489,464	\$ 34,489,464	\$ -	\$ 34,489,464	\$ -	\$ -	Level 2
Money Market/Mutual Funds	22,429,587	22,429,587	-	-	22,429,587	-	Level 2
Special Assessment Bonds	13,980,303	-	13,980,303	-	-	13,980,303	Level 1/2
County Treasurer's Investment Portfolio	10,463,699	10,463,699	-	10,463,699	-	-	Level 2
Corporate Notes	26,730	-	26,730	-	-	26,730	Level 1
Cash on Hand	1,900	1,900	-	1,900	-	-	n/a
Cash Deposits	3,246,829	3,246,829	-	3,246,829	-	-	n/a
Total Cash and Investments	\$ 84,638,512	\$ 70,631,479	\$ 14,007,033	\$ 48,201,892	\$ 22,429,587	\$ 14,007,033	

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

F. Fair Value Measurements

GASB 72 established a hierarchy of inputs to valuation techniques. This hierarchy has three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

NOTE 3 - INTERFUND TRANSACTIONS

A. Interfund Receivables and Payables

Due to/from Other Funds

The timing of when cash is received and paid can result in a negative cash balance in a fund as of fiscal year end. At year-end, a liability, “Due To Other Funds” is created to eliminate any negative cash balances along with a corresponding asset, “Due From Other Funds”. In the following fiscal year, the liabilities are settled and the assets are liquidated. As of June 30, 2017, interfund receivables and payables consisted of the following:

	Due from Other Funds	Due to Other Funds
General Fund	\$ 1,747,072	\$ 13,030
SB325 Sales Tax for Transit	-	630,014
Prop 1B- PTMISEA	-	208,231
Lighting District #1	-	3,791
Streets Grants Fund	-	263,015
Police Grants Fund	-	2,042
CDBG HUD Entitlement	-	202,868
Community Park Fees	-	230,797
Rocklin PFA	-	193,284
Total Due From/To Other Funds	\$ 1,747,072	\$ 1,747,072

Advances to/from other funds

The City advanced funds to the former Redevelopment Agency to assist with the purchase of land and building for the new Rocklin library. As of June 30, 2017, the remaining balance owed is \$1,408,708. This amount is reported in the fund financial statements and government-wide financial statements as an advance to fiduciary activities.

During fiscal year 2013-14, the City of Rocklin became the Housing Successor for the former Rocklin Redevelopment Agency low and moderate income housing functions. This included a \$900,000 receivable (advance) for a loan the low and moderate housing fund provided the redevelopment agency debt service fund for the payment of 2010-11 Supplemental Educational Revenue Augmentation Fund shift. As of June 30, 2017, the remaining balance owed is \$70,993. This amount is reported in the fund financial statements and government-wide financial statements as an advance to fiduciary activities.

City of Rocklin
Notes to the Basic Financial Statements
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B. Transfers In/Out

Interfund transfers result from the movement of resources from one fund to another within the governmental unit. At June 30, 2017, interfund transfers consisted of the following:

Fund	Fund Type	Transfer in	Transfer out
Major Funds:			
General Fund	General	\$ 3,508,970	\$ 812,800
Traffic Circulation Impact Fee	Capital Projects	-	308,500
SB 325 Sales Tax	Special Revenue	-	396,333
Nonmajor Funds:			
Capital Construction Debt Service	Debt Service	536,912	-
Gas Tax	Special Revenue	-	181,149
Landscaping and Lighting Maintenance District #2	Special Revenue	-	20,006
Community Facilities District #1	Special Revenue	-	1,434,171
Community Facilities District #5	Special Revenue	2,966	64,678
Community Facilities District #6	Special Revenue	-	4,396
CDBG HUD Entitlement	Special Revenue	-	55,778
Streets SR/Grants	Special Revenue	19	-
Supplemental Law Enforcement Grant	Special Revenue	-	129,324
Capital Construction Impact Fees	Capital Projects	-	525,777
Oak Tree Mitigation	Capital Projects	-	38,611
Rocklin PFA	Capital Projects	-	20,835
Wetlands Maintenance	Permanent	-	2,043
Conservation Easement Endowment Fund	Permanent	-	2,966
Total Nonmajor Funds		539,897	2,479,734
Internal Service Funds:			
Fleet Management	Internal Service	-	51,500
Total Transfers		\$ 4,048,867	\$ 4,048,867

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due.

City of Rocklin
Notes to the Basic Financial Statements
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NOTE 4 - LOANS RECEIVABLE

Through the City’s various programs, the City has loaned funds to qualifying individuals and businesses. Interest rates vary depending on the terms of the loan. Interest is accrued on the loans that bear interest. Loans receivable consisted of the following as of June 30, 2017:

Loans Receivable	Beginning July 01, 2016	Additions	Deletions	Ending June 30, 2017
Highway 65 Sunset Blvd. Interchange	\$ 1,330,782	\$ -	\$ -	\$ 1,330,782
William Jessup University - Waterline	581,217	-	297,739	283,478
William Jessup University - Utility	390,000	-	246,675	143,325
William Jessup University Ave.	-	3,015,066	-	3,015,066
Audi Rocklin	137,813	-	45,938	91,875
Community Development Block Grant	411,044	-	-	411,044
First time home buyers	1,282,905	79,053	79,053	1,282,905
Down payment assistance	1,499,096	16,000	117,000	1,398,096
Villa Serena II	1,100,000	-	30,822	1,069,178
College Manor	650,000	-	-	650,000
Sunset Blvd	575,000	-	-	575,000
Whitney Rocklin, LP	1,730,000	-	-	1,730,000
HPD Shannon Bay	491,654	-	8,596	483,058
Whitney Rocklin, LP	2,100,000	-	-	2,100,000
Placer West Housing Partners	311,470	-	-	311,470
Total Loans Receivable	\$ 12,590,981	\$ 3,110,119	\$ 825,823	\$ 14,875,277

The following is a summary of the loans and notes receivable outstanding as of June 30, 2017:

Highway 65 Sunset Interchange Loan

As members of the “Bizz Johnson Joint Powers Authority (JPA)”; Placer County, City of Roseville, and the City of Rocklin made loans to the JPA for the construction of the Sunset Blvd. Highway 65 interchange. The original loan amount from the City of Rocklin was \$2,033,684. The loan does not bear interest. The timing of the JPA repayments is at the discretion of the JPA Board. At June 30, 2017, a balance of \$1,330,782 is outstanding.

William Jessup University - Waterline

The City entered into a waterline construction cost reimbursement agreement with William Jessup University (WJU) to install a new water system that will provide adequate capacity for future expansion. The City is required to cause construction of the project and WJU is required to reimburse the City for its share of the project costs as noted in the agreement. Reimbursement payments from WJU shall be made over 3 years and bear interest at 0.91% with the final payment due September 29, 2018. At June 30, 2017, a balance of \$283,478 is outstanding.

William Jessup University - Utility

On February 9, 2016, the City entered into a Utility Facilities reimbursement agreement with WJU to install a Utilities distribution system located within the area of roadway improvement. WJU is required to reimburse the City for its share of the project costs. Reimbursement payments shall be made over 25 months and bear interest at 1% with the final payment due June 30, 2018. At June 30, 2017, a balance of \$143,325 is outstanding.

City of Rocklin
Notes to the Basic Financial Statements
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William Jessup University Ave.

On February 25, 2017, the City entered into a reimbursement agreement with WJU to release WJU from obligations for street improvements on University Ave that were completed by the City. In lieu of WJU's construction and street improvements, WJU shall reimburse the City \$3,015,066. Reimbursement payments shall be made over 6 years (2019 to 2024) and bear interest at 2.15% per annum with the final payment due June 1, 2024. The balance outstanding as of June 30, 2017 was \$3,015,066.

Audi Rocklin

The City agreed to defer the traffic impact fee for Rocklin GW, LLC (Audi Rocklin) for 3 years at 1.35% simple interest. The final payment is due December 14, 2018. At June 30, 2017, a balance of \$91,875 is outstanding.

Community Development Block Grant (CDBG) Revolving Loans

The City participates in a CDBG Revolving loan program. The program is federally funded and provides housing rehabilitation loans to eligible applicants. The City makes loans to resident homeowners who qualify as low income, some of which are deferred and are not repaid until the title to the property changes. The balance of these loans at June 30, 2017, was \$411,044.

First Time Home Buyers

The City has made various loans to qualifying participants within the City as part of the Federal First Time Home Buyers Program (HOME). Interest rates vary depending on the terms of the loan and interest is deferred until the loan is refinanced or title to the property changes and may be waived under certain conditions if the loan is carried to full term. For the City, the HOME notes receivable balance at June 30, 2017, was \$1,282,905.

Down Payment Assistance Loans

The former Rocklin Redevelopment Agency began a down payment assistance program in 2007 to help low and moderate income individuals with purchases of a home. Qualifying individuals receive down payment assistance with the loan deferred as long as it is an owner-occupied dwelling. Interest and/or principal may be waived if certain terms are met by the borrower. The Down Payment Assistance loans receivable at June 30, 2017 were \$1,398,096.

Villa Serena II Loan

On July 24, 2001, the former Rocklin Redevelopment Agency entered into an agreement with Stanford Arms, a California Limited Partnership, for a loan in the amount of \$1,100,000. The loan has been used to assist with the construction of the Villa Serena affordable senior project known as Stanford Arms. The loan is at 3% simple interest and is to be repaid from residual receipts over a thirty-year period. The final payment date is dependent on residual receipts. The loan is secured by a deed of trust covering the property, improvements, and fixtures and by all deposits of the borrower. At June 30, 2017, a balance of \$1,069,178 is outstanding.

College Manor

On November 1, 2007, the former Rocklin Redevelopment Agency entered into an agreement with CAHA College Manor LP, a California Limited Partnership, for a loan in the amount of \$650,000. The loan has been used to finance the acquisition and renovation of low income apartments located at 4201 Racetrack Road. The loan is at 3% simple interest and is to be repaid from residual receipts over a fifty-five year period. The final payment date is dependent on residual receipts. At June 30, 2017, a balance of \$650,000 is outstanding.

City of Rocklin
Notes to the Basic Financial Statements
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Sunset Blvd

On June 24, 2008, the former Rocklin Redevelopment Agency authorized a loan in the amount of \$575,000 to Sunset Street Housing Partners for an existing apartment complex located at 3655 Sunset Blvd. The loan provides for 3% simple interest for 30 years with payments to begin after the second anniversary of the loan document execution date and the final payment due December 22, 2038. Associated with this project, the former Rocklin Redevelopment Agency also approved Conduit Debt issuance in the maximum amount of \$10,000,000 in multifamily revenue bonds by the California Statewide Communities Development Authority. At June 30, 2017, a balance of \$575,000 is outstanding.

Whitney Rocklin, LP

On June 24, 2008, the former Rocklin Redevelopment Agency authorized a loan in the amount of \$1,595,000, which was later amended to \$1,730,000 on December 9, 2008, to Whitney Rocklin LP to assist with construction of a 156 unit multifamily housing project referred to as the Whitney Ranch Apartments. The loan provides for 3% simple interest for 30 years with the final payment due March 30, 2039. Associated with this project, the former Rocklin Redevelopment Agency also approved Conduit Debt issuance in the maximum amount of \$18,000,000 in multifamily revenue bonds by the California Statewide Communities Development Authority. At June 30, 2017, a balance of \$1,730,000 is outstanding.

HPD Shannon Bay, LP

On September 9, 2008, the former Rocklin Redevelopment Agency authorized a housing rehabilitation loan in the amount of \$500,000 with HPD Shannon Bay LP for a 50 unit multi-family housing project referred to as the Shannon Bay Apartments. The loan provides for 3% simple interest for 30 years with a 5 year period of interest only payments. The loan then converts to an amortizing loan during which time an annual payment of \$25,296 will be paid and at the end of the loan term a balloon payment for the remaining balance becomes due and payable. The final payment is due January 11, 2040. Associated with this project, the former Rocklin Redevelopment Agency also approved Conduit Debt issuance in the maximum amount of \$6,000,000 in multifamily revenue bonds by the California Statewide Communities Development Authority. At June 30, 2017, a balance of \$483,058 is outstanding.

Whitney Rocklin, LP

On December 9, 2008, the former Rocklin Redevelopment Agency authorized a loan in the amount of \$2,100,000 to subsidize 70 low income rental units into very low income units referred to as the Whitney Ranch Apartments. The loan provides for 3% simple interest for 30 years with the final payment due March 30, 2039. At June 30, 2017, a balance of \$2,100,000 remains outstanding.

Placer West Housing Partners, LP

On December 8, 2009 the former Rocklin Redevelopment Agency authorized a housing rehabilitation loan in the amount of \$500,000 with Placer West Housing Partners LP for a 44-unit affordable housing project located a 6055 Placer West Drive in Rocklin. The loan provides for 3% simple interest for 30 years with partial interest only payments in the amount of \$2,000 to begin on the second anniversary of the loan document execution date of December 22, 2009. The final payment is due December 21, 2040. A balloon payment of the remaining unpaid balance of principal and interest shall be due at the conclusion of the loan term. At June 30, 2017 a balance of \$311,470 is outstanding.

City of Rocklin
Notes to the Basic Financial Statements
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NOTE 5 - CAPITAL ASSETS

Capital assets consisted of the following as of June 30, 2017:

Governmental activities:	Balance July 01, 2016	Additions	Retirements	Transfers	Balance June 30, 2017
Nondepreciable Capital Assets:					
Land	\$ 7,325,724	\$ 1,009,236	\$ -	\$ -	\$ 8,334,960
Land improvements	108,402	-	-	-	108,402
Park land	53,795,276	-	-	-	53,795,276
Construction in progress	13,468,726	3,893,338	-	(14,790,929)	2,571,135
Total nondepreciable capital assets	74,698,128	4,902,574	-	(14,790,929)	64,809,773
Depreciable Capital Assets:					
Buildings	35,052,105	210,785	-	-	35,262,890
Facilities & other improvements	3,797,240	-	-	113,175	3,910,415
Machinery & equipment	2,401,191	612,739	(28,758)	-	2,985,172
Fleet machinery & equipment	9,022,889	772,395	(335,481)	-	9,459,803
Park buildings	954,373	-	-	-	954,373
Park equipment	1,627,399	83,315	(175,435)	-	1,535,279
Park improvements	17,845,500	-	-	424,966	18,270,466
Infrastructure	364,930,933	-	(401,497)	14,252,788	378,782,224
Total depreciable capital assets	435,631,630	1,679,234	(941,171)	14,790,929	451,160,622
Total capital assets	510,329,758	6,581,808	(941,171)	-	515,970,395
Accumulated Depreciation:					
Buildings	16,015,736	1,109,855	-	-	17,125,591
Facilities & other improvements	2,443,884	229,798	-	-	2,673,682
Machinery & equipment	2,040,546	220,051	(28,758)	-	2,231,839
Fleet machinery & equipment	6,406,513	481,737	(294,457)	-	6,593,793
Park buildings	407,543	31,812	-	-	439,355
Park equipment	1,600,949	23,276	(175,435)	-	1,448,790
Park improvements	11,129,403	1,010,749	-	-	12,140,152
Infrastructure	148,639,871	9,582,114	(401,497)	-	157,820,488
Total Accumulated Depreciation	188,684,445	12,689,392	(900,147)	-	200,473,690
Total Capital Assets - Net	\$ 321,645,313	\$ (6,107,584)	\$ (41,024)	\$ -	\$ 315,496,705

Depreciation expense was charged to the following functions in the statement of activities:

General Government	\$ 101,497
Public Safety	959,095
Culture and Recreation	124,797
General Services	11,504,003
Total Depreciation Expense	\$ 12,689,392

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

NOTE 6 - NONCURRENT LIABILITIES

The City's noncurrent liabilities consisted of the following as of June 30, 2017:

Description	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
2003 Certificates of Participation	\$ 1,515,000	\$ -	\$ 1,515,000	\$ -	\$ -
2003 Rocklin Public Financing Authority (RPFA) Refunding Revenue Bonds-Senior	7,020,000	-	580,000	6,440,000	600,000
2003 RPFA Refunding Revenue Bonds - Subordinate	645,000	-	95,000	550,000	100,000
2016 Rocklin Public Financing Authority Lease Revenue Bonds	-	9,455,000	-	9,455,000	495,000
Unamortized Premiums	-	688,769	27,551	661,218	-
Subtotal General Long-Term Debt	9,180,000	10,143,769	2,217,551	17,106,218	1,195,000
Claims Payable	1,778,925	179,650	549,638	1,408,937	-
Net Pension Obligations	32,877,484	9,328,993	-	42,206,477	-
Net OPEB Obligation	18,597,537	3,386,000	4,435,349	17,548,188	-
Compensated Absences	3,254,190	113,630	19,459	3,348,361	1,423,466
Total Noncurrent Liabilities	\$ 65,688,136	\$ 23,152,042	\$ 7,221,997	\$ 81,618,181	\$ 2,618,466

The annual debt service requirements on general long-term debt (revenue bonds) is as follows:

Year Ending June 30,	Principal	Interest	Total
2018	\$ 1,195,000	\$ 629,813	\$ 1,824,813
2019	1,250,000	574,555	1,824,555
2020	1,005,000	523,379	1,528,379
2021	1,055,000	475,523	1,530,523
2022	1,100,000	424,105	1,524,105
2023-2027	4,750,000	1,370,845	6,120,845
2028-2032	1,905,000	751,100	2,656,100
2033-2037	2,185,000	467,925	2,652,925
2038-2042	2,000,000	122,250	2,122,250
Total	\$ 16,445,000	\$ 5,339,495	\$ 21,784,495

2003 Certificates of Participation (COPS)

In December 2003, the City issued certificates of participation in the amount of \$6,650,000. The proceeds from this issuance were used to finance a portion of the police station construction costs and related facilities and defease outstanding 1995 certificates of participation. The required reserve balances provided the security for this issuance. Interest rates ranged from 2% to 4.20%. The 2003 COP was refunded on October 4th, 2016 through the issuance of the 2016 Rocklin Public Finance Authority lease revenue bonds as noted in the following disclosures.

2003 Senior and Subordinate Refunding Revenue Bonds

In January 2004, the Rocklin Public Financing Authority issued \$12,575,000 of Senior Refunding Revenue Bonds and \$1,455,000 of Subordinate Refunding Revenue Bonds. Proceeds from these bonds were used to

City of Rocklin
Notes to the Basic Financial Statements
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refund the outstanding 1999 Rocklin Public Financing Authority Revenue Bonds. The Bonds are secured by revenues from specific assessment districts. Interest rates range from 2% to 4.6% for the Senior issue and 3.125% to 5.625% for the Subordinate issue. Principal payments ranging from \$600,000 to \$850,000 are payable annually on September 1 and interest payments ranging from \$19,550 to \$142,968 are payable semi-annually on March 1 and September 1 through September 1, 2025, for the Senior issue. Principal payments ranging from \$100,000 to \$120,000 are payable annually on September 1 and interest payments ranging from \$3,375 to \$14,876 are payable on March 1 and September 1 through September 1, 2021, for the Subordinate issuance.

2016 Rocklin Public Finance Authority Lease Revenue Bonds

On October 4th, 2016, the Rocklin Public Financing Authority issued lease revenue bonds in the amount of \$9,455,000, at a premium of \$688,769, to defease the outstanding 2003 certificates of participation and finance the acquisition and construction of various capital improvement projects. The security for the bonds is the pledge of lease payment revenues received by the Authority under a lease agreement with the City. These bonds are reported as City debt as required by GASB 62 and NCGA Statement 5. The term of the bonds is 25 years. Interest rates on the bonds range from 2% to 5%. Principal payments ranging from \$245,000 to \$525,000 are payable annually on November 1 and interest payments ranging from \$7,875 to \$164,363 are payable semi-annually on May 1 and November 1, through November 1, 2041.

Claims Payable

The City has recorded a liability for potential claims in excess of amounts covered by the insurance pool. At June 30, 2017, the City had a claims payable liability of \$1,408,937. See Note 8 for further discussion on the City's risk management activities.

Net Pension Obligation

As a result of the implementation of GASB 68, the City has recorded a net pension liability for its CalPERS Miscellaneous, Fire and Police pension plans. At June 30, 2017, the City had a net pension liability of \$42,206,477. See Note 9 for further discussion on the pension liability.

Net OPEB Obligation

A net Other Post Employment Benefit (OPEB) obligation is the cumulative difference between annual OPEB cost and an employer's contributions to a plan. At June 30, 2017, the City had a net OPEB obligation of \$17,548,188. See Note 10 for further discussion on OPEB.

Compensated Absences

The City records compensated absences for all employee absences that are expected to be paid such as vacation and illness. Compensated absences had a balance of \$3,348,361 at June 30, 2017, of that amount; \$1,423,466 is expected to be paid within a year.

Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax exempt bond proceeds at an interest yield greater than the interest yield to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. The City performed calculations of excess investment earnings on various bonds and financings and at June 30, 2017, there were no arbitrage liabilities.

City of Rocklin
Notes to the Basic Financial Statements
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NOTE 7 - NET POSITION/FUND BALANCE

A. Net Position

Net position consisted of the following at June 30, 2017:

	Net Investment in			Total
	Capital Assets	Restricted	Unrestricted	Governmental Activities
Net Investment in Capital Assets	\$ 305,878,169	\$ -	\$ -	\$ 305,878,169
Fund Balance Restrictions	-	27,570,845	-	27,570,845
Traffic Impact Fees	-	548,538	-	548,538
Other Restrictions	-	34,815	-	34,815
Wetlands Maintenance	-	63,542	-	63,542
Conservation Easement Endowment	-	453,455	-	453,455
Unrestricted	-	-	4,165,814	4,165,814
Total	\$ 305,878,169	\$ 28,671,195	\$ 4,165,814	\$ 338,715,178

Traffic Impact Fees includes amounts set aside for city construction projects related to traffic congestion.

Wetlands Maintenance includes the endowment to be used for maintenance of wetlands.

Conservation Easement Endowment includes the endowment to be used for Preserve Area maintenance and operations.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

B. Fund Balances

Fund balances consisted of the following at June 30, 2017:

	Nonspendable	Restricted	Committed	Unassigned	Total Governmental Funds
Endowments	\$ 491,455	\$ -	\$ -	\$ -	\$ 491,455
Advances to Fiduciary Activities	1,479,701	-	-	-	1,479,701
Long-Term Receivables	14,875,277	-	-	-	14,875,277
Debt Service	-	9,971,049	-	-	9,971,049
Capital Construction Debt Service	-	584,391	-	-	584,391
Low and Moderate Income Housing	-	2,450,270	-	-	2,450,270
SB325 Sales Tax	-	5,255,285	-	-	5,255,285
Wetlands Maintenance	-	25,542	-	-	25,542
Gas Tax	-	1,794,408	-	-	1,794,408
Rocklin PFA Capital Projects	-	6,903,291	-	-	6,903,291
Lighting Districts	-	1,648,849	-	-	1,648,849
Community Facilities Districts	-	5,925,057	-	-	5,925,057
Housing Rehabilitation	-	349,318	-	-	349,318
Asset Forfeiture	-	141,590	-	-	141,590
Recreation Facilities Contributions	-	35,019	-	-	35,019
Capital Construction Impact Fee	-	-	3,426,801	-	3,426,801
Oak Tree Mitigation Fees	-	-	1,409,171	-	1,409,171
Whitney Ranch Trunk Sewer Project	-	-	158,775	-	158,775
Traffic Circulation Impact Fees	-	-	-	(2,985,206)	(2,985,206)
General Fund:					
Unassigned	-	-	-	8,277,801	8,277,801
Operating Reserve	-	-	10,829,600	-	10,829,600
Disaster Contingency	-	-	1,000,000	-	1,000,000
Self-Insured Losses	-	-	2,000,000	-	2,000,000
Streets Maintenance	-	-	905,254	-	905,254
Code Enforcement	-	-	328,510	-	328,510
Economic Development	-	-	41,961	-	41,961
Technology Fee	-	-	830,698	-	830,698
Retiree's Health	-	-	7,638,052	-	7,638,052
Parks Repair and Maintenance	-	-	54,622	-	54,622
ADA Improvements	-	-	38,491	-	38,491
Building Repair Reserve	-	-	121,684	-	121,684
Park Development Capital Projects	-	-	55,733	-	55,733
Traffic Safety/PD Grants	-	-	-	(3,201)	(3,201)
Streets Grants	-	-	-	(294,424)	(294,424)
Prop 1B	-	-	-	(194,404)	(194,404)
Community Parks Fund	-	-	-	(230,797)	(230,797)
CDBG HUD Entitlement	-	-	-	(6,727)	(6,727)
Total	\$ 16,846,433	\$ 35,084,069	\$ 28,839,352	\$ 4,563,042	\$ 85,332,896

Nonspendable fund balances included the following as of June 30, 2017:

1. **Endowments** include principal corpus from which income will fund maintenance of Wetlands and Preserve Area maintenance and operations.
2. **Advances to fiduciary activities** include noncurrent portions of a long-term loan from governmental funds to fiduciary funds.
3. **Long-term loans/notes receivable** includes noncurrent portions of loans and notes receivables.

City of Rocklin
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Restricted fund balances included the following as of June 30, 2017:

1. **Debt service** includes amounts used for debt service in the Rocklin Public Financing Authority debt service fund.
2. **Capital construction debt service** includes amounts used for debt service in the capital construction debt service fund.
3. **Low and moderate income housing fund** includes amounts used to increase the City's supply of low and moderate income housing.
4. **SB325 Sales Tax** includes amounts to be used for repair and maintenance of City streets in accordance with Senate Bill 325.
5. **Wetlands maintenance** includes amounts other than the non-spendable endowment to be used on the maintenance of the wetlands on a parcel in Stanford Ranch Phase III.
6. **Gas tax** includes amounts received and expended for construction and street maintenance purposes as defined in Sections 2105, 2106, 2107, and 2107.5 of the California Streets and Highways Code.
7. **Rocklin PFA capital projects** includes bond proceeds restricted to specific construction projects.
8. **Lighting districts** includes amounts to be used to maintain and operate the City's lighting districts.
9. **Community facilities districts** include amounts to be used to maintain and operate the City's community facilities districts.
10. **Housing rehabilitation** includes amounts to be used for the City's housing rehabilitation programs.
11. **Asset forfeiture** includes amounts that are restricted to police activities.
12. **Recreation facilities contributions** includes amounts set aside for recreation facilities construction and improvements.

Committed fund balances included the following as of June 30, 2017:

1. **General Fund:**
 - a. **Operating reserve** includes amounts set aside for operating expense contingencies.
 - b. **Disaster contingency** includes amounts set aside in the event a major disaster emergency occurs.
 - c. **Self-insured losses** includes amounts set aside for losses not covered under existing insurance programs.
 - d. **Streets maintenance** includes amounts set aside for the repair and maintenance of City streets.
 - e. **Code enforcement** includes amounts set aside for City code enforcement.
 - f. **Economic development** includes amounts set aside to promote economic development within the City.
 - g. **Technology fee** includes a 6% fee assessed on certain program revenues to fund the cost of technology systems.
 - h. **Retiree's health insurance premiums** represent amounts set aside to fund future retiree health premiums.
 - i. **Park repair and maintenance** includes amounts set aside for park repair and maintenance.
 - j. **ADA improvements** includes amounts set aside for ADA compliance
 - k. **Building Repair Reserves** include amounts set aside for routine building maintenance.
2. **Capital construction impact fee** includes amounts set aside for city construction projects.
3. **Oak tree mitigation** includes amounts set aside for oak tree preservation.
4. **Whitney Ranch trunk sewer project** includes amounts to be used for the sewer trunk line upgrade.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

C. Deficit Net Position and Deficit Fund Balances

Deficit Fund Balances

Traffic Safety/PD Grants fund had a deficit fund balance of \$3,201 as of June 30, 2017 that is to be funded through deferred and unearned grants

The Streets Grants fund had a deficit fund balance of \$294,424 as of June 30, 2017 that is to be funded through deferred and unearned grants.

The Prop 1B fund had a deficit fund balance of \$194,404 as of June 30, 2017 that is to be funded through deferred and unearned revenues.

The Community Park Fees Capital Projects fund had a deficit fund balance of \$230,797 as of June 30, 2017 that is to be funded through future community park fees and reimbursable grants.

The CDBG HUD Entitlement fund had a deficit fund balance of \$6,727 as of June 30, 2017 that is to be funded through deferred and unearned grants.

NOTE 8 - RISK MANAGEMENT

The City’s insurance coverage and the respective coverage providers are as follows:

<u>Amount</u>	<u>Coverage Provider</u>	<u>Payment Source</u>
Liability Claim:		
\$0 - \$50,000	Self-insured	Banking layer
\$50,001 - \$500,000	NCCSIF	Shared risk
\$500,001 - \$40,000,000	Excess coverage	CJPRMA
Workers' Compensation:		
\$0 - \$100,000	Self-insured	Banking layer
\$100,001 - \$500,000	NCCSIF	Shared risk
\$500,001 - Statutory	Excess coverage	CSAC EIA

The City is a member of the Northern California Cities Self Insurance Fund (NCCSIF) along with twenty-two other northern California cities. The NCCSIF is a joint powers authority (JPA) organized in accordance with Title 1, Division 7, Chapter 5, Article 1 of the California Government Code. The purpose is to create a common pool of funds to be used to meet obligations of the parties to provide workers’ compensation benefits for their employees and to provide excess liability insurance. The NCCSIF provides claims processing administrative services, risk management services, and actuarial studies.

A member from each city governs the NCCSIF. City Council members do not have significant oversight responsibility, since they evenly share all factors of responsibility with the other cities. The City does not retain the risk of loss. However, ultimate liability for payment of claims and insurance premiums resides with member cities. The NCCSIF is empowered to make supplemental assessments as needed to eliminate deficit positions of member cities. If the JPA becomes insolvent, the City is responsible only to

City of Rocklin
Notes to the Basic Financial Statements
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the extent of any deficiency in its equity balance.

The NCCSIF establishes claims liabilities based on estimates of the ultimate cost of claims (including future claims settlement expenses) that have been reported but not settled, plus estimates of claims that have been incurred but not reported. Because actual claims costs depend on various factors, the claims liabilities are recomputed periodically using a variety of actuarial and statistical techniques to produce current estimated claims that reflect recent settlements, claim frequency, and other economic and social factors. A provision of inflation is implicit in the calculation of estimated future claims costs. Adjustments to claims liabilities are charged or credited to expense in the periods in which they are made.

The City participates in excess insurance coverage provided by California joint powers authorities (JPAs), the California Joint Powers Risk Management Authority (CJPRMA) and the California State Association of Counties Excess Insurance Authority (CSAC EIA). These JPAs self-fund to \$5,000,000 and then purchase reinsurance over that amount to their various limits. The City is self-insured for employee dental and vision claims. There have been no significant reductions in insurance coverage from coverage in the prior fiscal year. Settlements have not exceeded the insurance coverage for the past three fiscal years.

The City’s equity investment in the NCCSIF of \$860,951 is recorded in the general fund. The audited financial statements of the JPA are available at the NCCSIF’s office. The following is a summary of the claims liabilities for the last three fiscal years:

	Year Ended June 30, 2017	Year Ended June 30, 2016	Year Ended June 30, 2015
Claims payable, beginning of year	\$ 1,778,925	\$ 1,247,576	\$ 1,162,959
Fiscal year claims and changes in estimates	179,650	1,053,805	418,596
Claims payments	(549,638)	(522,456)	(333,979)
Claims payable, end of year	<u>\$ 1,408,937</u>	<u>\$ 1,778,925</u>	<u>\$ 1,247,576</u>

NOTE 9 - RETIREMENT PLANS

A. General Information about the Pension Plans

Plan Description

All qualified employees are eligible to participate in the City’s Miscellaneous agent multiple employer defined benefit pension plan or the Safety (Fire and Police) cost-sharing multiple employer defined benefit pension plans (the Plans) administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members. Benefits are based on age at retirement, highest salary for either a one or three year period and years of credited service. The cost of living adjustments for the Plans are applied as specified by the California Public Employees’ Retirement Law.

City of Rocklin
Notes to the Basic Financial Statements
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The Plans' provisions and benefits in effect at June 30, 2017, are summarized as follows:

	Miscellaneous		Safety		
	Classic	PEPRA	Fire	Police	PEPRA Police
Hire date	Before 1/1/2013	1/1/2013	Before 1/1/2013	Before 1/1/2013	1/1/2013
Benefit formula	2% @ 55	2% @ 62	3% @ 50	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 Years				
Benefit payments	Monthly for Life				
Retirement age	55	62	50	50	57
Monthly benefits as a % of eligible compensation	2%	2%	3%	3%	2.7%
Required employee contribution rates	7%	6.25%	9%	9%	11.50%
Required employer contribution rates	19.398%	6.25%	28.319%	27.691%	12.109%

Employees Covered

At June 30, 2017, the following employees were covered by the benefit terms for the Plans:

	Miscellaneous	Safety
Active	152	83
Transferred	90	61
Separated	143	18
Retired	111	59
Total	496	221

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rates are the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2017, the contributions recognized as part of pension expense for the Plans were as follows:

	Miscellaneous	Safety
Employer contributions	\$ 1,796,306	\$ 2,561,660
Employee contributions	739,091	718,070
Total	\$ 2,535,397	\$ 3,279,730

City of Rocklin
Notes to the Basic Financial Statements
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B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

Pension Liability

As of June 30, 2017, the City reported net pension liabilities for each plan as follows:

	Net Pension Liability
Miscellaneous	\$ 22,121,044
Safety - Proportionate	20,085,433
Total Net Pension Liability	\$ 42,206,477

The City’s net pension liability for the Fire and Police Plans are measured as the proportionate share of the net pension liability while the Miscellaneous plan’s net pension liability is a direct calculation based on its actuarial study and is not proportionate. The net pension liability of all the Plans are measured as of June 30, 2016, and the total pension liability for the Plans used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2015 rolled forward to June 30, 2016 using standard update procedures. The City’s proportion of the net pension liability for the Fire and Police Plans was based on a projection of the City’s long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City’s proportionate share of the net pension liability for the Fire and Police Plans as of the fiscal years ended June 30, 2016 and 2017 was as follows:

	Safety
June 30, 2016	0.3723%
June 30, 2017	0.3878%
Change in Proportions	0.0155%

For the year ended June 30, 2017, the City recognized pension expense of \$7,243,893. The following summarizes the pension expense components by plan:

	Miscellaneous	Safety	Totals
Expense per fund statements	\$ 3,742,990	\$ 2,623,619	\$ 6,366,609
GASB 68 adjustments (conversion entries)	(1,635,053)	2,512,337	877,284
Expense per government-wide statements	\$ 2,107,937	\$ 5,135,956	\$ 7,243,893

City of Rocklin
Notes to the Basic Financial Statements
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At June 30, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous		Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 3,742,990	\$ -	\$ 2,623,619	\$ -
Changes in assumptions	-	(447,982)	-	(796,349)
Differences between expected and actual experiences	526,141	-	-	(182,646)
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	-	-	(1,137,057)	763,269
Net differences between projected and actual earnings on plan investments	2,707,009	-	6,386,118	(2,473,694)
Total	\$ 6,976,140	\$ (447,982)	\$ 7,872,680	\$ (2,689,420)

The City reported \$6,366,609 as deferred outflows of resources related to contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ended June 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending:	Deferred Outflows/(inflows) of Resources	
	Miscellaneous	Safety
2018	\$ 290,873	\$ 218,922
2019	584,422	59,319
2020	1,212,625	1,262,882
2021	697,248	1,018,518
Total	\$ 2,785,168	\$ 2,559,641

City of Rocklin
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Actuarial Assumptions

The total pension liabilities in the June 30, 2015 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2015
Measurement Date	June 30, 2016
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.65%
Inflation	2.75%
Payroll Growth	3.00%
Projected Salary Increase	(1)
Investment Rate of Return	7.5% (2)
Mortality	(3)

- (1) Varies by age and service
- (2) Net of pension plan investment expenses, including inflation
- (3) Derived using CalPERS' membership data for all funds

Discount Rate

The discount rate used to measure the total pension liability was 7.65 percent for the Plans. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plans, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.65 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.65 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website. According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. GASB 68, paragraph 68 states that the long long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense. The discount rate of 7.50 percent used for the June 30, 2015 measurement date was net of administrative expenses. The discount rate of 7.65 percent used for the June 30, 2016 measurement date is without reduction of pension plan administrative expense.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the 2017-18 fiscal year.

CalPERS will continue to check the materiality of the difference in calculation until such time as they change their methodology. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over

City of Rocklin
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the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach.

Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1 - 10 (a)	Real Return Years 11+ (b)
Global Equity	51.00%	5.25%	5.71%
Global Fixed Income	20.00%	0.99%	2.43%
Inflation Sensitive	6.00%	0.45%	3.36%
Private Equity	10.00%	6.83%	6.95%
Real Estate	10.00%	4.50%	5.13%
Infrastructure and Forestland	2.00%	4.50%	5.09%
Liquidity	1.00%	-0.55%	-1.05%
Total	100.00%		

- (a) An expected inflation of 2.5% used for this period.
- (b) An expected inflation of 3.0% used for this period.

C. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the City’s net pension liability for the Plans, calculated using the discount rate for the Plans, as well as what the City’s net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	Safety
1% Decrease	6.65%	6.65%
Net Pension Liability	\$ 32,270,278	\$ 31,462,979
Current Discount Rate	7.65%	7.65%
Net Pension Liability	\$ 22,121,044	\$ 20,085,433
1% Increase	8.65%	8.65%
Net Pension Liability	\$ 13,762,276	\$ 10,745,633

Pension Plan Fiduciary Net Position

Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

City of Rocklin
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NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS PLAN

Plan Description

The City provides certain health care benefits for eligible retired employees through the California Public Employees' Retirement System (CalPERS) under the Public Employees' Medical and Hospital Care Act (PEHMCA). This is a cost-sharing multiple-employer defined benefit plan. Eligible retirees may enroll in any of the available CalPERS medical plans. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the report may be obtained from the CalPERS website at www.calpers.ca.gov.

Commencing with fiscal year 2014, the City participates in the California Employers' Retiree Benefit Trust (CERBT) Fund, which is administered by CalPERS. CERBT is a tax-qualified irrevocable trust organized under Internal Revenue Code Section 115 and established to prefund retiree healthcare benefits. CERBT, an agent multiple-employer trust, issues a publicly available financial report including GASB Statement No. 43, Financial Reporting for Postemployment Benefits Plans Other Than Pension Plans, disclosure information in aggregate with the other CERBT participating employers. That report can be obtained from the CalPERS Web site at www.calpers.ca.gov. The following is a summary of the plan benefits from the most recent actuarial study dated June 30, 2015:

Eligibility: Full-time employees retiring directly from City under CalPERS at age 50 and 5 years or disability. Miscellaneous PEPRA retirees age 52 and 5 years.

Medical: **Miscellaneous, Management & Confidential:**
 Eligible retirees receive 100% of the City's monthly contribution of \$1,093 per month.

Police, Fire and Public Safety Manager:

Hired < 5/1/2003

Hired >= 5/1/2003

	City cap		
	Single	2-Party	Family
2015:	\$ 1,093	\$ 1,093	\$ 1,093
2016:	\$ 1,093	\$ 1,093	\$ 1,093

	Cap greater of City cap and State 100/90 premium		
	Single	2-Party	Family
2015:	\$ 655	\$ 1,246	\$ 1,605
2016:	\$ 705	\$ 1,343	\$ 1,727

Vesting schedule applied	
CalPERS Service	Vested Percent
< 10	0%
10	50%
↓	↓
> 20	100%

1) Minimum 5 years City service

Surviving Spouse: Surviving spouse coverage based on retirement plan election
 Same benefit continues to surviving spouse

Dental, Vision, Life: None

Pay As You Go (\$000s):

Fiscal Year	Payments
2014/15	\$ 1,121
2013/14	1,016
2012/13	918
2011/12	806
2010/11	697
2009/10	578
2008/09	483

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Funding Policy

By Council resolution and through agreements with its labor units, the City contributes a fixed amount towards the CalPERS medical plan premium for all eligible retirees with retirees contributing any premium amounts in excess of the City Contribution. The City funds the OPEB on a prefunded phase in basis. The City recognizes its cost by budgeting for and expensing the “pay as you go” premiums, which amounted to \$1,280,749 for the year ended June 30, 2017. The City continues toward its goal of fully funding the OPEB obligation by making contributions to the California Employers’ Retiree Benefit Trust (CERBT). During fiscal year 2017, the City contributed \$3,154,600 into CERBT.

Annual OPEB Cost and Net OPEB Obligation

The City’s annual other postemployment benefit cost (expense) is calculated based on the annual required contribution (ARC) of the employer. The ARC represents the level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The City plans to have the ARC fully funded by the end of fiscal year 2022.

The following table shows the components of the City’s annual OPEB cost for the year, the amount actually contributed to the Plan, and the changes in the City’s net OPEB obligation:

Annual required contribution	\$ 3,995,000
Interest on net OPEB obligation	1,372,000
Adjustment to annual required contribution	<u>(1,981,000)</u>
Annual OPEB cost (expense)	3,386,000
Contributions made	<u>(4,435,349)</u>
Increase (decrease) in net OPEB obligation	(1,049,349)
Net OPEB obligation - beginning of year	<u>18,597,537</u>
Net OPEB obligation - end of year	<u>\$ 17,548,188</u>

The City’s annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for the fiscal year 2017 and the two preceding fiscal years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
2015	\$ 3,481,789	98%	\$ 20,365,567
2016	3,720,000	148%	18,597,537
2017	3,386,000	131%	17,548,188

Funded Status and Funding Progress

The funded status of the Plan as of June 30, 2017 was as follows:

Actuarial accrued liability (AAL)	\$ 32,145,000
Value of plan assets	<u>12,328,413</u>
Unfunded actuarial accrued liability (UAAL)	<u>\$ 19,816,587</u>
Funded ratio (actuarial value of plan assets/AAL)	38%
Projected covered payroll (active Plan members)	\$ 21,169,590
UAAL as a percentage of covered payroll	94%

City of Rocklin
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Actuarial valuations of an ongoing plan involve estimates of the value of expected benefit payments and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress on page 100, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. The numbers used in the schedule of funding progress are actuarial estimates and may not tie to the actual funding status numbers above as of June 30, 2017.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan participants) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing costs between the employer and plan participants to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The annual required contribution (ARC) was determined as part of a June 30, 2015, actuarial valuation using the entry age normal actuarial cost method. This is a projected benefit cost method, which takes into account those benefits that are expected to be earned in the future as well as those already accrued. The actuarial assumptions included (a) 4.5% return on the unfunded portion and 7.25% on the funded portion, (b) 3.25% projected annual salary increase, (c) 3.00% of general inflation increase, and (d) a healthcare trend of declining annual increases ranging from 7.0% to 7.2% in 2015 to 5% in 2021.

The unfunded actuarial accrued liability (UAAL) representing the difference between the actuarial accrued liability and the value of plan assets, amounted to \$19,816,587 million. As of June 30, 2017, the City had total assets of \$7,638,016 in a City Retirees Health Fund and \$6,210,302 of these funds were invested in long-term bonds. As these investments mature, funds will be transferred to CERBT.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

NOTE 11 - COMMITMENTS AND CONTINGENCIES

A. Commitments

The City had the following significant unexpended contractual commitments as of June 30, 2017:

Project Name	Original Commitment	Commitment Remaining
City Hall Remodel	\$ 8,170	\$ 2,828
Front Street Realignment	264,305	258,600
Fire#1 Intersec/QP Pkg Lot	3,178,388	2,994,605
Rocklin Rd @ Pacific Roundabout	408,524	315,406
Stormwater Pipe Replacement	490,630	840
Lost Avenue Reconstruction	725,949	600,017
Fire Station #1 New Design/Construction	386,826	205,238
Quarry Park Phase II	49,400	28,413
Fire #2 Dorm/EOC Remodel	83,550	31,324
Totals	\$ 5,595,742	\$ 4,437,271

B. Lawsuits

The City is presently involved in certain matters of litigation that have arisen in the normal course of conducting City business. City management believes, based upon consultation with the City Attorney, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

C. Federal, State and County Grant Programs (Contingencies)

The City participates in a number of Federal, State and County programs that are fully or partially funded by grants received from other governmental units. Expenditures financed by grants are subject to audit by the appropriate grantor government. If expenditures are disallowed due to noncompliance with grantor program regulations, the City may be required to reimburse the grantor government. As of June 30, 2017, some amounts of grant expenditures have not been audited, but the City believes that disallowed expenditures, if any, based on subsequent audits will not have a material effect on any individual governmental funds or the overall financial condition of the City.

NOTE 12 - SPECIAL TAX ASSESSMENT DISTRICTS

The Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act) allows establishment of Community Facilities Districts (CFD). Under the Mello-Roos Act, special taxes are levied by CFD's to provide services such as police and fire protection, and to finance infrastructure improvements. The City of Rocklin has established CFD's that have issued bonds and levied taxes under the Mello-Roos Act. The City is not liable for repayment of these bonds and acts only as an agent for the property owners/bond holders in collecting and forwarding the special taxes. The assets held by the City on behalf of these districts and related liabilities are recorded in Agency funds. Special taxes have also been levied under the

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

Mello-Roos Act to pay for services provided by CFD’s #1, #5, and #6. The activities of these CFD’s are accounted for in Special Revenue funds, which are presented in the City’s Basic Financial Statements.

The Landscaping and Lighting Act of 1972 (Lighting Act) allows local government agencies to form Landscape and Lighting Districts for the purpose of financing the costs and expenses of landscaping and lighting public areas. The City has formed two districts which levy special assessments under the Lighting Act; Lighting Maintenance District No.1 and Landscaping and Lighting Maintenance District No.2. The activities of these districts are accounted for in Special Revenue funds and are included in the City’s Basic Financial Statements. The disclosures in Note 12 include those required by California Government Code section 50075.1.

The following table presents the balances of the various district bonds as of June 30, 2017.

<u>Community Facilities District Bonds</u>	Balance June 30, 2017
CFD No. 3 2014 - Stanford Ranch Refunding	\$ 2,818,568
CFD No. 6 - Sunset West Drainage	1,165,000
CFD No. 7 - Sunset West Interchange/Major St	1,318,593
CFD No. 8 - Sunset West Park Drive	3,015,000
CFD No. 9 - Sunset West/Blue Oaks	3,590,000
CFD No. 10 - Whitney Ranch	26,455,000
CFD No. 11 - Sierra College Interchange	<u>6,210,301</u>
Total CFD Bonds	<u>\$ 44,572,462</u>

Community Facilities District No. 1 Special Tax

Community Facilities District No. 1 was formed in 1986 to provide fire protection and suppression services and ambulance and paramedic services to various developments within the City of Rocklin. These services are provided by the City of Rocklin Fire Department. The cost for these services is born by the City and partially offset by the special tax levied on parcels within the district. As such, district expenditures are primarily a reimbursement to the City. For fiscal year 2017, revenues were \$1,448,592 and reimbursement expenditures were \$1,448,592. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand. There were no active projects during the fiscal year.

Community Facilities District No. 3 Bonds

Community Facilities District No. 3 was formed in 1990 to issue bonds for street related improvements and projects, such as the construction of roadways, storm drainage facilities, sanitary sewer facilities, water lines, and gas lines. The district’s improvements and projects have been completed. For fiscal year 2017, revenues were \$783,517 and expenditures were \$733,555. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 5 Special Tax

Community Facilities District No. 5 was formed in 1996 to fund the operation and maintenance of street and parkway lights, streetscapes, open space, and parks in various developments within the City of Rocklin. For fiscal year 2017, revenues were \$4,348,617 and expenditures were \$3,904,405. The primary source of revenues is special taxes and expenditures are for operating costs such as payroll, maintenance, professional services, and utilities. If expenditures exceed revenues in a fiscal year, the excess

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

expenditures are paid with cash on hand. There were no active projects during the fiscal year.

Community Facilities District No. 6 Bonds

Community Facilities District No. 6 was formed in 1998 to issue bonds for installation, construction, and acquisition of drainage facilities and open space. The district's improvements and projects have been completed. For fiscal year 2017, revenues were \$179,772 and expenditures were \$168,779. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 6 Special Tax

A special tax has been levied to fund the operation and maintenance of the open space and storm drainage facilities of Community Facilities District No. 6. For fiscal year 2017, revenues were \$270,793 and expenditures were \$242,659. The primary source of revenue is special taxes and expenditures are for operating costs such as payroll, maintenance and professional services. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand. There were no active projects during the fiscal year.

Community Facilities District No. 7 Bonds

Community Facilities District No. 7 was formed in 1997 to issue bonds for the construction and acquisition of a highway interchange and connectors to provide access between Blue Oaks Blvd. and Highway 65. The district's improvements and projects have been completed. For fiscal year 2017, revenues were \$272,473 and expenditures were \$268,293. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 8 Bonds

Community Facilities District No. 8 was formed in 1998 to issue bonds for the construction, acquisition, and widening of portions of Park Dr. and Blue Oaks Blvd. and the installation of backbone utility infrastructure within the same area. The district's improvements and projects have been completed. For fiscal year 2017, revenues were \$474,128 and expenditures were \$459,814. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 9 Bonds

Community Facilities District No. 9 was formed in 1998 to issue bonds for the construction, acquisition, and widening of portions of Lone Tree, Blue Oaks, and West Oaks Boulevards and installation of traffic control lights. The district's improvements and projects have been completed. For fiscal year 2017, revenues were \$503,149 and expenditures were \$546,748. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 10 Bonds

Community Facilities District No. 10 was formed in 2005 to issue bonds for the construction of transportation, wastewater system, drainage, and landscaping facilities and other public improvements for development within the Whitney Ranch District. In fiscal year 2016, a \$27.09 million special tax bond was issued to refund the original bonds and provide \$5.85 million for additional improvements. For fiscal year 2017 revenues were \$1,961,910 and expenditures were \$1,776,930.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

Community Facilities District No. 11 Bonds

Community Facilities District No. 11 was formed in 2006 to issue bonds for the construction of a new interchange on Interstate 80 at Sierra College Blvd. This project has been completed. For fiscal year 2017, revenues were \$854,095 and expenditures were \$1,815,284. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand. During the year, \$1,000,000 of the bonds were called due to cash on hand from tax prepayments received.

Lighting Maintenance District No. 1

Lighting Maintenance District No. 1 was formed in 1979 to provide maintenance of streetlights and safety lighting throughout various portions of the City of Rocklin. During the fiscal year, 1,526 streetlights, 20 traffic signals, 2 flashing lights, and safety lighting was maintained. For fiscal year 2017, revenues were \$250,090 and expenditures were \$250,090. The primary source of revenues is special assessments and expenditures are primarily for payroll, maintenance, professional services, and utilities. There were no active projects during the fiscal year.

Landscaping and Lighting Maintenance District No. 2

Landscaping and Lighting Maintenance District No. 2 was formed in 1996 to provide maintenance of streetlights, safety lighting, and roadway landscaping throughout various portions of the City of Rocklin. During the fiscal year, 2,668 streetlights, 51 traffic signals, 55 irrigation timers for roadway landscaping and safety lighting was maintained. For fiscal year 2017, revenues were \$2,010,059 and expenditures were \$1,811,778. The primary source of revenues is special assessments and expenditures are primarily for payroll, maintenance, professional services, and utilities. There were no active projects during the fiscal year.

Park Development and Maintenance Tax

The Park Development and Maintenance Tax was enacted in 1998 and reenacted in 2009, to provide development, installation, servicing, maintenance, repair and operation of parks in the City of Rocklin. From fiscal year 2010 through 2017, there have been no projects funded by the tax. The tax revenue has been primarily used for payroll, professional services and utilities in connection with park maintenance and operation. The table below presents historical park tax revenues and related expenditures for the last five fiscal years. Expenditures in excess of park tax revenues are paid from general fund.

Year Ended June 30,	Park Tax		Revenue
	Revenue	Expenditures	Over (Under) Expenditures
2013	\$ 524,645	\$ 1,054,337	\$ (529,692)
2014	525,660	1,048,601	(522,941)
2015	526,905	1,079,407	(552,502)
2016	529,275	1,355,237	(825,962)
2017	565,990	1,391,863	(825,873)
Total	<u>\$ 2,672,475</u>	<u>\$ 5,929,445</u>	<u>\$ (3,256,970)</u>

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

NOTE 13 - SUCCESSOR AGENCY TRUST (FORMER ROCKLIN REDEVELOPMENT AGENCY)

Pursuant to Assembly Bills 1X26 and 1484 (“the Bills”), all redevelopment agencies in the State of California were dissolved on February 1, 2012. The Bills authorized certain local agencies, such as a city or county, to become the Successor Agency. On January 1, 2012, the City Council elected to become the Successor Agency for the former Rocklin Redevelopment Agency. The Successor Agency is responsible for winding down the affairs of the former redevelopment agency, which includes making payments due for enforceable obligations and disposition of the assets of the former redevelopment agency. Examples of enforceable obligations include payments to contractors, bond debt service payments, and loan payments. The Successor Agency has an oversight board that supervises its work. The Oversight Board is comprised of representatives of the local agencies that serve the redevelopment project area.

Successor agencies are only allocated revenue in the amount necessary to pay the enforceable obligations of the former redevelopment agency. The agency will only receive this revenue until all enforceable obligations have been paid in full and all assets have been liquidated. The assets and activities of the dissolved redevelopment agency are reported in a fiduciary fund (private purpose trust fund) in the financial statements of the City.

On December 10, 2013, by resolution, the City Council elected to assume responsibility for performing the housing functions of the former Rocklin Redevelopment Agency. All housing assets were transferred from the Successor Agency Housing Fund to the City of Rocklin. The housing assets previously accounted for as a private purpose trust fund are now accounted for as a special revenue fund in the City's financial statements.

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

Successor Agency Noncurrent Liabilities

The following is a summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2017:

Description	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
General Long-Term Debt:					
2002 Refunding Tax Allocation Bonds	\$ 1,970,000	\$ -	\$ 80,000	\$ 1,890,000	\$ 85,000
2005 Refunding Tax Allocation Bonds	9,240,000	-	180,000	9,060,000	190,000
2007 Refunding Tax Allocation Bonds	13,445,000	-	465,000	12,980,000	480,000
Subtotal General Long-Term Debt	24,655,000	-	725,000	23,930,000	755,000
Unamortized Discounts:					
2002 Refunding Tax Allocation Bonds	(69,372)	-	(16,906)	(52,466)	-
2005 Refunding Tax Allocation Bonds	(74,306)	-	(3,911)	(70,395)	-
2007 Refunding Tax Allocation Bonds	(200,760)	-	(10,038)	(190,722)	-
Subtotal Unamortized Discounts	(344,438)	-	(30,855)	(313,583)	-
Subtotal General Long-Term Debt - Net	24,310,562	-	694,145	23,616,417	755,000
Other Noncurrent Liabilities:					
Placer County Loan Payable	877,048	-	292,349	584,699	292,350
Subtotal Other Noncurrent Liabilities	877,048	-	292,349	584,699	292,350
Total Noncurrent Liabilities	\$ 25,187,610	\$ -	\$ 986,494	\$ 24,201,116	\$ 1,047,350

2002 Refunding Tax Allocation Bonds

On February 1, 2002, tax allocation bonds were issued, in the amount of \$13,730,000, to defease the 1994 tax allocation bonds of the Redevelopment Agency. The proceeds of the tax allocation bonds were used to finance certain capital improvements within the Redevelopment Agency’s project area. On February 23, 2007, \$10,535,000 of principal was defeased from the issuance of the 2002 Tax Allocation Bonds. The remaining bonds are payable from and secured by tax increment revenues payable to the Redevelopment Agency. The bond terms are 4.6% to 5.5% for 30 years. Principal payments ranging from \$75,000 to \$190,000 are payable annually on September 1 and interest payments ranging from \$5,225 to \$51,211 are payable semi-annually on March 1 and September 1 through September 1, 2032.

2005 Tax Allocation Bonds

On July 15, 2005, tax allocation bonds were issued, in the amount of \$11,900,000. A portion of the proceeds of the tax allocation bonds were used to defease the 1997 refunding tax allocation bonds of the Redevelopment Agency’s project area and the remaining \$8 million was used for redevelopment projects. The bonds are payable from and secured by tax increment revenues payable to the Redevelopment Agency. The bond terms are 3% to 4.5% for 30 years. Principal payments ranging from \$190,000 to \$1,530,000 are payable annually on September 1 and interest payments ranging from \$34,425 to \$198,448 are payable semi-annually on March 1 and September 1, through September 1, 2035.

2007 Tax Allocation Bonds

On February 23, 2007, tax allocation bonds were issued in the amount of \$15,815,000 to partially defease the 2002 Tax Allocation Bond of the Agency and to fund the costs of capital improvements and facilities within the Agency. The bonds are payable from and secured by tax increment revenues payable to the

City of Rocklin
Notes to the Basic Financial Statements
June 30, 2017

Agency. The bond terms are 4% to 4.375% for 30 years. Principal payments ranging from \$90,000 to \$1,700,000 are payable annually on September 1 and interest payments ranging from \$15,969 to \$276,216 are payable semi-annually on March 1 and September 1, through September 1, 2037.

Placer County Loan Payable

On May 1, 2014 the Successor Agency entered into a loan agreement with the Placer County Treasurer to retire the Bank of America line of credit. The loan proceeds of \$1,461,748 were used to pay off the remaining balance owed on the Bank of America line of credit. The loan agreement terms are 1.75% for five years.

The following summarizes the Successor Agency’s future bond debt service obligations:

Year Ending			
June 30,	Principal	Interest	Total
2018	\$ 755,000	\$ 1,036,351	\$ 1,791,351
2019	785,000	1,004,706	1,789,706
2020	820,000	971,490	1,791,490
2021	855,000	936,821	1,791,821
2022	890,000	900,523	1,790,523
2023-2027	5,045,000	3,885,471	8,930,471
2028-2032	6,245,000	2,640,488	8,885,488
2033-2037	7,805,000	1,058,681	8,863,681
2038	730,000	15,969	745,969
Total	<u>\$ 23,930,000</u>	<u>\$ 12,450,500</u>	<u>\$ 36,380,500</u>

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REQUIRED SUPPLEMENTARY INFORMATION

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City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
General Fund
For the year ended June 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 25,947,100	\$ 25,947,100	\$ 27,897,219	\$ 1,950,119
License and permits	2,284,400	2,284,400	3,115,897	831,497
Fines and forfeitures	145,900	145,900	311,834	165,934
Intergovernmental	4,731,700	4,731,700	5,407,220	675,520
Charges for services	2,582,800	2,582,800	2,327,676	(255,124)
Use of money and property	1,579,200	1,579,200	1,616,894	37,694
Other revenues	4,327,800	4,327,800	4,590,596	262,796
Total Revenues	41,598,900	41,598,900	45,267,336	3,668,436
EXPENDITURES				
Current:				
General government	12,381,500	15,008,600	15,457,431	(448,831)
Public safety	21,348,300	21,625,100	20,741,091	884,009
General services	5,700,400	5,700,400	5,284,683	415,717
Culture and recreation	1,655,100	1,655,100	1,695,318	(40,218)
Community development	3,824,900	3,824,900	3,901,679	(76,779)
Capital outlay	160,000	373,000	327,642	45,358
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	141,957	(141,957)
Total Expenditures	45,070,200	48,187,100	47,549,801	637,299
Excess (Deficiency) of Revenues over Expenditures	(3,471,300)	(6,588,200)	(2,282,465)	4,305,735
OTHER FINANCING SOURCES (USES)				
Transfers in	2,856,400	2,856,400	3,508,970	652,570
Transfers out	(67,300)	(67,300)	(812,800)	(745,500)
Total Other Financing Sources (Uses)	2,789,100	2,789,100	2,696,170	(92,930)
Net Change in Fund Balances	(682,200)	(3,799,100)	413,705	4,212,805
Fund Balances Beginning	33,061,676	33,061,676	33,061,676	-
Fund Balances Ending	<u>\$ 32,379,476</u>	<u>\$ 29,262,576</u>	<u>\$ 33,475,381</u>	<u>\$ 4,212,805</u>

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Rocklin Public Financing Authority Debt Service Fund
For the year ended June 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	\$ 492,200	\$ 492,200	\$ 499,703	\$ 7,503
Total Revenues	<u>492,200</u>	<u>492,200</u>	<u>499,703</u>	<u>7,503</u>
EXPENDITURES				
Current:				
General government	15,100	15,100	22,700	(7,600)
Debt service:				
Principal retirement	675,000	675,000	675,000	-
Interest and fiscal charges	329,800	329,800	329,722	78
Total Expenditures	<u>1,019,900</u>	<u>1,019,900</u>	<u>1,027,422</u>	<u>(7,522)</u>
Excess (Deficiency) of Revenues over Expenditures	<u>(527,700)</u>	<u>(527,700)</u>	<u>(527,719)</u>	<u>(19)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balances	(527,700)	(527,700)	(527,719)	(19)
Fund Balances Beginning	<u>10,498,768</u>	<u>10,498,768</u>	<u>10,498,768</u>	<u>-</u>
Fund Balances Ending	<u>\$ 9,971,068</u>	<u>\$ 9,971,068</u>	<u>\$ 9,971,049</u>	<u>\$ (19)</u>

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
SB325 Sales Tax
For the year ended June 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 3,087,800	\$ 3,087,800	\$ 6,241,141	\$ 3,153,341
Intergovernmental	193,000	193,000	143,024	(49,976)
Use of money and property	7,600	7,600	21,148	13,548
Total Revenues	3,288,400	3,288,400	6,405,313	3,116,913
EXPENDITURES				
Current:				
General government	16,300	20,000	13,899	6,101
General services	1,702,800	1,702,800	1,653,505	49,295
Capital outlay	2,109,500	2,109,500	918,832	1,190,668
Total Expenditures	3,828,600	3,832,300	2,586,236	1,246,064
Excess (Deficiency) of Revenues over Expenditures	(540,200)	(543,900)	3,819,077	4,362,977
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(797,400)	(797,400)	(396,333)	401,067
Total Other Financing Sources (Uses)	(797,400)	(797,400)	(396,333)	401,067
Net Change in Fund Balances	(1,337,600)	(1,341,300)	3,422,744	4,764,044
Fund Balances Beginning	1,832,541	1,832,541	1,832,541	-
Fund Balances Ending	\$ 494,941	\$ 491,241	\$ 5,255,285	\$ 4,764,044

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Low and Moderate Income Housing Asset Fund
For the year ended June 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	\$ 4,800	\$ 4,800	\$ 167,993	\$ 163,193
Total Revenues	4,800	4,800	167,993	163,193
EXPENDITURES				
Current:				
Community development	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	4,800	4,800	167,993	163,193
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	4,800	4,800	167,993	163,193
Fund Balances Beginning	11,944,706	11,944,706	11,944,706	-
Fund Balances Ending	<u>\$ 11,949,506</u>	<u>\$ 11,949,506</u>	<u>\$ 12,112,699</u>	<u>\$ 163,193</u>

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Traffic Circulation Impact Fee Fund
For the year ended June 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 1,637,700	\$ 1,637,700	\$ 2,345,956	\$ 708,256
Charges for services	137,600	137,600	386,219	248,619
Use of money and property	-	-	7,045	7,045
Other revenues	149,200	149,200	714	(148,486)
Total Revenues	1,924,500	1,924,500	3,376,793	1,452,293
EXPENDITURES				
Current:				
General services	434,800	434,800	49,478	385,322
Community development	242,000	242,000	88,624	153,376
Capital outlay	0	1,477,800	1,467,142	10,658
Debt service:				
Interest and fiscal charges	5,800	5,800	-	5,800
Total Expenditures	682,600	2,160,400	1,605,244	555,156
Excess (Deficiency) of Revenues over Expenditures	1,241,900	(235,900)	1,771,549	2,007,449
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(141,600)	(360,100)	(308,500)	51,600
Total Other Financing Sources (Uses)	(141,600)	(360,100)	(308,500)	51,600
Net Change in Fund Balances	1,100,300	(596,000)	1,463,049	2,059,049
Fund Balances Beginning	416,271	416,271	416,271	-
Fund Balances Ending	\$ 1,516,571	\$ (179,729)	\$ 1,879,320	\$ 2,059,049

City of Rocklin

**Schedule of Pension Contributions (GASB 68)
June 30, 2017**

	2017	2016	2015
Miscellaneous Plan			
Contractually Required Contributions (Actuarially Determined)	\$ 1,796,306	\$ 1,733,315	\$ 1,521,604
Contributions in Relation to Actuarially Determined Contributions	1,796,306	2,685,315	1,521,604
Contribution Deficiency (Excess)	<u>-</u>	<u>(952,000)</u>	<u>-</u>
Covered Employee Payroll	\$ 10,608,255	\$ 9,856,574	\$ 9,826,020
Contributions as a Percentage of Covered Payroll	16.93%	27.24%	15.49%
Safety Plan			
Contractually Required Contributions (Actuarially Determined)	\$ 2,623,619	\$ 2,561,660	\$ 2,228,200
Contributions in Relation to Actuarially Determined Contributions	2,623,619	2,561,660	2,228,200
Contribution Deficiency (Excess)	<u>-</u>	<u>-</u>	<u>-</u>
Covered Employee Payroll	\$ 9,200,222	\$ 9,191,925	\$ 8,344,457
Contributions as a Percentage of Covered Payroll	28.52%	27.87%	26.70%

Notes to Schedule:

- Valuation Date: June 30, 2015
- Assumptions Used: Entry Age Method used for Actuarial Cost Method
 Level Percentage of Payroll (Closed) Used Amortization Method
 3.7 Years Remaining Amortization Period
 Inflation Assumed at 2.75%
 Investment Rate of Returns set at 7.5%
 CalPERS mortality table using 20 years of membership data for all funds

Note: Fiscal year 2015 was the first year of implementation of GASB 68, therefore only three years have been shown.

City of Rocklin

Schedule of Net Pension Liabilities and Proportionate Shares (GASB 68)
 June 30, 2017

Miscellaneous Plan	2017	2016	2015
Net Pension Liability	\$ 22,121,044	\$ 17,538,037	\$ 16,713,853
Covered Employee Payroll	\$ 10,608,255	\$ 9,856,574	\$ 9,826,020
Proportionate Share of Net Pension Liability as a % of Covered Employee Payroll	208.53%	177.93%	170.10%
Plan Fiduciary's Net Position as a % of the Total Pension Liability	69.27%	74.02%	74.18%
Safety Plan	2017	2016	2015
Proportion of Net Pension Liability	0.38781%	0.37228%	0.35630%
Proportionate Share of Net Pension Liability	\$ 20,085,433	\$ 15,339,447	\$ 13,364,737
Covered Employee Payroll	\$ 9,200,222	\$ 9,191,925	\$ 8,344,457
Proportionate Share of Net Pension Liability as a % of Covered Employee Payroll	218.31%	166.88%	160.16%
Plan Fiduciary's Net Position as a % of the Total Pension Liability	76.04%	80.28%	81.42%

Note: Fiscal year 2015 was the first year of implementation of GASB 68, therefore only three years have been shown.

**City of Rocklin
Retiree Healthcare Plan
Schedule of Funding Progress
June 30, 2017**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a/c))
6/30/2012	\$ -	\$ 31,396,000	\$ 31,396,000	0.00%	\$ 16,956,000	185.16%
6/30/2013	-	30,473,000	30,473,000	0.00%	17,732,000	171.85%
6/30/2015	4,138,000	32,145,000	28,007,000	12.87%	20,553,000	136.27%

Source: Most recent actuarial study dated June 30, 2015.



ROCKLIN
CALIFORNIA

SUPPLEMENTARY INFORMATION

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City of Rocklin
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Total Special Revenue Funds	Total Capital Projects Funds	Capital Construction Debt Service Fund	Total Permanent Funds	Total Nonmajor Governmental Funds	
					2017	2016
ASSETS						
Cash and investments	\$ 6,721,161	\$ 5,050,902	\$ 80	\$ -	\$ 11,772,143	\$ 9,022,842
Restricted cash and investments	117,303	10,417,416	584,311	516,997	11,636,027	3,836,373
Receivables:						
Taxes	153,804	-	-	-	153,804	121,919
Intergovernmental	466,011	-	-	-	466,011	680,776
Deposits receivable	-	-	-	-	-	-
Other receivables	294,421	-	-	-	294,421	414,331
Loans receivable	419,315	-	-	-	419,315	419,315
Total assets	\$ 8,172,015	\$ 15,468,318	\$ 584,391	\$ 516,997	\$ 24,741,721	\$ 14,495,556
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES						
Liabilities:						
Accounts payable and accrued liabilities	\$ 388,427	\$ 111,349	\$ -	\$ -	\$ 499,776	\$ 668,356
Due to other funds	679,947	424,081	-	-	1,104,028	1,663,275
Unearned revenues	2,695	-	-	-	2,695	414,331
Total liabilities	1,071,069	535,430	-	-	1,606,499	2,745,962
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue	496,060	-	-	-	496,060	568,456
Fund Balances:						
Nonspendable:						
Endowments	-	-	-	491,455	491,455	491,455
Long-term receivables	419,315	-	-	-	419,315	419,315
Restricted	6,684,327	10,113,205	584,391	25,542	17,407,465	9,418,681
Committed	-	5,050,480	-	-	5,050,480	2,664,534
Unassigned (Deficit)	(498,756)	(230,797)	-	-	(729,553)	(1,812,847)
Total fund balances	6,604,886	14,932,888	584,391	516,997	22,639,162	11,181,138
Total liabilities, fund balances and deferred inflows of resources	\$ 8,172,015	\$ 15,468,318	\$ 584,391	\$ 516,997	\$ 24,741,721	\$ 14,495,556

City of Rocklin
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Total Special Revenue Funds	Total Capital Projects Funds	Capital Construction Debt Service Fund	Total Permanent Funds	Total Nonmajor Governmental Funds	
					2017	2016
REVENUES						
Taxes and assessments	\$ 9,454,243	\$ 641,172	\$ -	\$ -	\$ 10,095,415	\$ 11,062,148
License and permits	-	90,584	-	-	90,584	50,652
Fines and forfeitures	66,824	-	-	-	66,824	10,597
Intergovernmental	1,876,031	14,061	-	-	1,890,092	4,149,736
Charges for services	500	147,428	-	-	147,928	73,798
Use of money and property	33,522	55,696	2,030	3,392	94,640	52,893
Contributions from developers and homeowners	-	2,017,824	-	-	2,017,824	2,144,217
Other revenues	16,900	891,460	-	-	908,360	844,248
Total Revenues	11,448,020	3,858,225	2,030	3,392	15,311,667	18,388,289
EXPENDITURES						
Current:						
General government	764,830	2,595	-	-	767,425	1,120,946
Public safety	17,622	-	-	-	17,622	40,075
General services	6,834,190	138,858	-	-	6,973,048	6,713,678
Community development	50,907	-	-	-	50,907	57,000
Capital outlay	918,418	1,231,835	-	-	2,150,253	9,527,861
Debt service:						
Principal	-	-	485,000	-	485,000	465,000
Interest, fiscal charges and fees	-	-	212,050	-	212,050	71,455
Total Expenditures	8,585,967	1,373,288	697,050	-	10,656,305	17,996,015
Excess (Deficiency) of Revenues over Expenditures	2,862,053	2,484,937	(695,020)	3,392	4,655,362	392,274
OTHER FINANCING SOURCES (USES)						
Proceeds from debt issuance	-	8,000,000	2,143,821	-	10,143,821	5,852,781
Defeasance of debt	-	-	(1,401,322)	-	(1,401,322)	-
Transfers in	2,985	-	536,912	-	539,897	538,918
Transfers out	(1,889,502)	(585,223)	-	(5,009)	(2,479,734)	(2,647,763)
Total Other Financing Sources (Uses)	(1,886,517)	7,414,777	1,279,411	(5,009)	6,802,662	3,743,936
Net Change in Fund Balances	975,536	9,899,714	584,391	(1,617)	11,458,024	4,136,210
Fund Balances Beginning	5,629,350	5,033,174	-	518,614	11,181,138	7,044,928
Fund Balances Ending	\$ 6,604,886	\$ 14,932,888	\$ 584,391	\$ 516,997	\$ 22,639,162	\$ 11,181,138

NONMAJOR SPECIAL REVENUE FUNDS

Fund Title	Fund Description
Gas Tax	Accounts for funds received and expended for construction and street maintenance purposes as defined in Sections 2105, 2106, 2107, and 2107.5 of the California Streets and Highways Code.
Bicycle and Pedestrian Facilities	Accounts for grants received for bicycle and pedestrian facility purposes.
Prop 1B	Accounts for revenues received through Proposition 1B for street programs.
Recreation Facilities Contributions	Accounts for revenues received for recreation facilities construction and improvements.
Lighting Maintenance District #1	Accounts for funds received to maintain and operate the respective lighting district.
Landscaping and Lighting Maintenance District #2	Accounts for funds received to maintain and operate the respective landscaping and lighting district.
Community Facilities District #1	Accounts for revenues to be used for respective community facilities district's operations for fire protection services.
Community Facilities District #5	Accounts for revenues to be used on the respective community facilities district's operations and maintenance.
Community Facilities District #6	Accounts for revenues to be used on the respective community facilities district's operations and maintenance.
Housing Rehabilitation	Accounts for funds received for the City's housing rehabilitation programs.
Streets Grants	Accounts for funds received as reimbursement or grants related to street capital projects.
Asset Forfeiture	Accounts for funds received on forfeited assets to be used for Police services
Traffic Safety/PD Grants	Accounts for funds received for traffic safety programs and police grants.
CDBG HUD Entitlement	Accounts for entitlement grants and expenditures from CDBG federal awards.
Supplemental Law Enforcement Grant	Accounts for funds received to be used for public safety purposes.

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Gas Tax	Bicycle and Pedestrian Facilities	Prop 1B
ASSETS			
Cash and investments	\$ 1,811,105	\$ -	\$ -
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	-	-
Intergovernmental	-	-	208,231
Other receivables	-	-	-
Loans receivable	-	-	-
Total assets	\$ 1,811,105	\$ -	\$ 208,231
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ 16,697	\$ -	\$ -
Due to other funds	-	-	208,231
Unearned revenues	-	-	-
Total liabilities	16,697	-	208,231
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	194,404
Fund Balances:			
Nonspendable:			
Long-term receivables	-	-	-
Restricted	1,794,408	-	-
Unassigned (Deficit)	-	-	(194,404)
Total fund balances	1,794,408	-	(194,404)
Total liabilities, fund balances and deferred inflows of resources	\$ 1,811,105	\$ -	\$ 208,231

Continued

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Recreation Facilities Contributions	Lighting Maintenance District #1	Landscaping and Lighting Maintenance District #2
ASSETS			
Cash and investments	\$ 35,019	\$ -	\$ 1,626,412
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	12,462	92,550
Intergovernmental	-	-	-
Other receivables	-	-	-
Loans receivable	-	-	-
Total assets	\$ 35,019	\$ 12,462	\$ 1,718,962
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ -	\$ 8,671	\$ 70,113
Due to other funds	-	3,791	-
Unearned revenues	-	-	-
Total liabilities	-	12,462	70,113
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	-
Fund Balances:			
Nonspendable:			
Long-term receivables	-	-	-
Restricted	35,019	-	1,648,849
Unassigned (Deficit)	-	-	-
Total fund balances	35,019	-	1,648,849
Total liabilities, fund balances and deferred inflows of resources	\$ 35,019	\$ 12,462	\$ 1,718,962

Continued

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #1	Community Facilities District #5	Community Facilities District #6
ASSETS			
Cash and investments	\$ -	\$ 2,615,688	\$ 259,002
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	45,182	3,610
Intergovernmental	-	-	-
Other receivables	-	-	-
Loans receivable	-	-	-
Total assets	\$ -	\$ 2,660,870	\$ 262,612
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ -	\$ 190,411	\$ 17,928
Due to other funds	-	-	-
Unearned revenues	-	-	-
Total liabilities	-	190,411	17,928
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	-
Fund Balances:			
Nonspendable:			
Long-term receivables	-	-	-
Restricted	-	2,470,459	244,684
Unassigned (Deficit)	-	-	-
Total fund balances	-	2,470,459	244,684
Total liabilities, fund balances and deferred inflows of resources	\$ -	\$ 2,660,870	\$ 262,612

Continued

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Housing Rehabilitation	Streets Grants	Asset Forfeiture
ASSETS			
Cash and investments	\$ 232,345	\$ -	\$ 141,590
Restricted cash and investments	117,303	-	-
Receivables:			
Taxes	-	-	-
Intergovernmental	-	-	-
Other receivables	-	294,421	-
Loans receivable	419,315	-	-
Total assets	\$ 768,963	\$ 294,421	\$ 141,590
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ 330	\$ 31,407	\$ -
Due to other funds	-	263,015	-
Unearned revenues	-	2,695	-
Total liabilities	330	297,117	-
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	291,728	-
Fund Balances:			
Nonspendable:			
Long-term receivables	419,315	-	-
Restricted	349,318	-	141,590
Unassigned (Deficit)	-	(294,424)	-
Total fund balances	768,633	(294,424)	141,590
Total liabilities, fund balances and deferred inflows of resources	\$ 768,963	\$ 294,421	\$ 141,590

Continued

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Traffic Safety/PD Grants	CDBG HUD Entitlement	Supplemental Law Enforcement Grant
ASSETS			
Cash and investments	\$ -	\$ -	\$ -
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	-	-
Intergovernmental	3,201	254,579	-
Other receivables	-	-	-
Loans receivable	-	-	-
Total assets	\$ 3,201	\$ 254,579	\$ -
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ 1,159	\$ 51,711	\$ -
Due to other funds	2,042	202,868	-
Unearned revenues	-	-	-
Total liabilities	3,201	254,579	-
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	3,201	6,727	-
Fund Balances:			
Nonspendable:			
Long-term receivables	-	-	-
Restricted	-	-	-
Unassigned (Deficit)	(3,201)	(6,727)	-
Total fund balances	(3,201)	(6,727)	-
Total liabilities, fund balances and deferred inflows of resources	\$ 3,201	\$ 254,579	\$ -

Continued

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Total Special Revenue Nonmajor Governmental Funds	
	2017	2016
ASSETS		
Cash and investments	\$ 6,721,161	\$ 6,312,420
Restricted cash and investments	117,303	119,060
Receivables:		
Taxes	153,804	121,919
Intergovernmental	466,011	680,776
Other receivables	294,421	414,331
Loans receivable	419,315	419,315
Total assets	\$ 8,172,015	\$ 8,067,821
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES		
Liabilities:		
Accounts payable and accrued liabilities	\$ 388,427	\$ 622,468
Due to other funds	679,947	833,216
Unearned revenues	2,695	414,331
Total liabilities	1,071,069	1,870,015
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue	496,060	568,456
Fund Balances:		
Nonspendable:		
Long-term receivables	419,315	419,315
Restricted	6,684,327	6,192,823
Unassigned (Deficit)	(498,756)	(982,788)
Total fund balances	6,604,886	5,629,350
Total liabilities, fund balances and deferred inflows of resources	\$ 8,172,015	\$ 8,067,821
		Concluded

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Gas Tax	Bicycle and Pedestrian Facilities	Prop 1B
REVENUES			
Taxes and assessments	\$ 1,163,235	\$ -	\$ -
Fines and forfeitures	-	-	-
Intergovernmental	-	49,431	-
Charges for services	-	-	-
Use of money and property	13,011	-	-
Other revenues	-	-	-
Total Revenues	1,176,246	49,431	-
EXPENDITURES			
Current:			
General government	167,900	-	-
Public safety	-	-	-
General services	958,464	-	-
Community development	-	-	-
Capital outlay	-	-	95,944
Total Expenditures	1,126,364	-	95,944
Excess (Deficiency) of Revenues over Expenditures	49,882	49,431	(95,944)
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	(181,149)	-	-
Total Other Financing Sources (Uses)	(181,149)	-	-
Net Change in Fund Balances	(131,267)	49,431	(95,944)
Fund Balances Beginning	1,925,675	(49,431)	(98,460)
Fund Balances Ending	\$ 1,794,408	\$ -	\$ (194,404)

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Recreation Facilities Contributions	Lighting Maintenance District #1	Landscaping and Lighting Maintenance District #2
REVENUES			
Taxes and assessments	\$ -	\$ 250,090	\$ 1,999,997
Fines and forfeitures	-	-	-
Intergovernmental	-	-	-
Charges for services	500	-	-
Use of money and property	225	-	8,162
Other revenues	-	-	1,900
Total Revenues	725	250,090	2,010,059
EXPENDITURES			
Current:			
General government	-	29,993	174,488
Public safety	-	-	-
General services	-	220,097	1,611,900
Community development	-	-	-
Capital outlay	-	-	25,390
Total Expenditures	-	250,090	1,811,778
Excess (Deficiency) of Revenues over Expenditures	725	-	198,281
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	-	-	(20,006)
Total Other Financing Sources (Uses)	-	-	(20,006)
Net Change in Fund Balances	725	-	178,275
Fund Balances Beginning	34,294	-	1,470,574
Fund Balances Ending	\$ 35,019	\$ -	\$ 1,648,849

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #1	Community Facilities District #5	Community Facilities District #6
REVENUES			
Taxes and assessments	\$ 1,448,592	\$ 4,322,883	\$ 269,446
Fines and forfeitures	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Use of money and property	-	10,734	1,347
Other revenues	-	15,000	-
Total Revenues	1,448,592	4,348,617	270,793
EXPENDITURES			
Current:			
General government	-	354,366	34,883
Public safety	14,421	-	-
General services	-	3,545,992	207,776
Community development	-	-	-
Capital outlay	-	4,047	-
Total Expenditures	14,421	3,904,405	242,659
Excess (Deficiency) of Revenues over Expenditures	1,434,171	444,212	28,134
OTHER FINANCING SOURCES (USES)			
Transfers in	-	2,966	-
Transfers out	(1,434,171)	(64,678)	(4,396)
Total Other Financing Sources (Uses)	(1,434,171)	(61,712)	(4,396)
Net Change in Fund Balances	-	382,500	23,738
Fund Balances Beginning	-	2,087,959	220,946
Fund Balances Ending	\$ -	\$ 2,470,459	\$ 244,684

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Housing Rehabilitation	Streets Grants	Asset Forfeiture	Traffic Safety/PD Grants
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	66,824	-
Intergovernmental	-	1,310,861	-	5,332
Charges for services	-	-	-	-
Use of money and property	43	-	-	-
Other revenues	-	-	-	-
Total Revenues	43	1,310,861	66,824	5,332
EXPENDITURES				
Current:				
General government	800	-	-	-
Public safety	-	-	-	3,201
General services	-	11,236	-	-
Community development	-	-	-	-
Capital outlay	-	764,503	28,534	-
Total Expenditures	800	775,739	28,534	3,201
Excess (Deficiency) of Revenues over Expenditures	(757)	535,122	38,290	2,131
OTHER FINANCING SOURCES (USES)				
Transfers in	-	19	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	19	-	-
Net Change in Fund Balances	(757)	535,141	38,290	2,131
Fund Balances Beginning	769,390	(829,565)	103,300	(5,332)
Fund Balances Ending	\$ 768,633	\$ (294,424)	\$ 141,590	\$ (3,201)

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	CDBG HUD Entitlement	Supplemental Law Enforcement Grant	Total Special Revenue Nonmajor Governmental Funds	
			2017	2016
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ 9,454,243	\$ 8,813,168
Fines and forfeitures	-	-	66,824	10,597
Intergovernmental	381,083	129,324	1,876,031	4,149,736
Charges for services	-	-	500	1,657
Use of money and property	-	-	33,522	29,114
Other revenues	-	-	16,900	18,629
Total Revenues	381,083	129,324	11,448,020	13,022,901
EXPENDITURES				
Current:				
General government	2,400	-	764,830	1,104,598
Public safety	-	-	17,622	40,075
General services	278,725	-	6,834,190	6,533,992
Community development	50,907	-	50,907	57,000
Capital outlay	-	-	918,418	4,780,074
Total Expenditures	332,032	-	8,585,967	12,515,739
Excess (Deficiency) of Revenues over Expenditures	49,051	129,324	2,862,053	507,162
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	2,985	2,464
Transfers out	(55,778)	(129,324)	(1,889,502)	(1,721,170)
Total Other Financing Sources (Uses)	(55,778)	(129,324)	(1,886,517)	(1,718,706)
Net Change in Fund Balances	(6,727)	-	975,536	(1,211,544)
Fund Balances Beginning	-	-	5,629,350	6,840,894
Fund Balances Ending	\$ (6,727)	\$ -	\$ 6,604,886	\$ 5,629,350

Concluded

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Gas Tax			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
REVENUES				
Taxes and assessments	\$ 1,237,000	\$ 1,237,000	\$ 1,163,235	\$ (73,765)
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	10,400	10,400	13,011	2,611
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	1,247,400	1,247,400	1,176,246	(71,154)
EXPENDITURES				
Current:				
General government	113,000	154,700	167,900	(13,200)
Public safety	-	-	-	-
General services	962,800	962,800	958,464	4,336
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	1,075,800	1,117,500	1,126,364	(8,864)
Excess (Deficiency) of Revenues over Expenditures	171,600	129,900	49,882	(80,018)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(191,400)	(191,400)	(181,149)	10,251
Total Other Financing Sources (Uses)	(191,400)	(191,400)	(181,149)	10,251
Net Change in Fund Balances	(19,800)	(61,500)	(131,267)	(69,767)
Fund Balances Beginning	1,925,675	1,925,675	1,925,675	-
Fund Balances Ending	\$ 1,905,875	\$ 1,864,175	\$ 1,794,408	\$ (69,767)

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Bicycle and Pedestrian Facilities			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	115,200	115,200	49,431	(65,769)
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	115,200	115,200	49,431	(65,769)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
General services	1,600	1,600	-	1,600
Community development	-	-	-	-
Capital outlay	113,600	113,600	-	113,600
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	115,200	115,200	-	115,200
Excess (Deficiency) of Revenues over Expenditures	-	-	49,431	49,431
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	49,431	49,431
Fund Balances Beginning	(49,431)	(49,431)	(49,431)	-
Fund Balances Ending	\$ (49,431)	\$ (49,431)	\$ -	\$ 49,431

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Prop 1B			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	98,300	95,944	2,356
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	98,300	95,944	2,356
Excess (Deficiency) of Revenues over Expenditures	-	(98,300)	(95,944)	2,356
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	(98,300)	(95,944)	2,356
Fund Balances Beginning	(98,460)	(98,460)	(98,460)	-
Fund Balances Ending	\$ (98,460)	\$ (196,760)	\$ (194,404)	\$ 2,356

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Recreation Facilities Contributions			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	400	400	225	(175)
Charges for services	-	-	500	500
Other revenues	-	-	-	-
Total Revenues	400	400	725	325
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	400	400	725	325
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	400	400	725	325
Fund Balances Beginning	34,294	34,294	34,294	-
Fund Balances Ending	\$ 34,694	\$ 34,694	\$ 35,019	\$ 325

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Lighting Maintenance District #1			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 250,300	\$ 250,300	\$ 250,090	\$ (210)
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	250,300	250,300	250,090	(210)
EXPENDITURES				
Current:				
General government	28,000	28,000	29,993	(1,993)
Public safety	-	-	-	-
General services	221,600	221,600	220,097	1,503
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	249,600	249,600	250,090	(490)
Excess (Deficiency) of Revenues over Expenditures	700	700	-	(700)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(700)	(700)	-	700
Total Other Financing Sources (Uses)	(700)	(700)	-	700
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	\$ -	\$ -	\$ -	\$ -

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

Landscaping and Lighting Maintenance District #2

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 1,893,000	\$ 1,893,000	\$ 1,999,997	\$ 106,997
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	6,300	6,300	8,162	1,862
Charges for services	-	-	-	-
Other revenues	-	-	1,900	1,900
Total Revenues	1,899,300	1,899,300	2,010,059	110,759
EXPENDITURES				
Current:				
General government	160,200	173,400	174,488	(1,088)
Public safety	-	-	-	-
General services	1,627,200	1,627,200	1,611,900	15,300
Community development	-	-	-	-
Capital outlay	-	-	25,390	(25,390)
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	1,787,400	1,800,600	1,811,778	(11,178)
Excess (Deficiency) of Revenues over Expenditures	111,900	98,700	198,281	99,581
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(9,900)	(9,900)	(20,006)	(10,106)
Total Other Financing Sources (Uses)	(9,900)	(9,900)	(20,006)	(10,106)
Net Change in Fund Balances	102,000	88,800	178,275	89,475
Fund Balances Beginning	1,470,574	1,470,574	1,470,574	-
Fund Balances Ending	\$ 1,572,574	\$ 1,559,374	\$ 1,648,849	\$ 89,475

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Community Facilities District #1			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 1,380,200	\$ 1,380,200	\$ 1,448,592	\$ 68,392
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	1,380,200	1,380,200	1,448,592	68,392
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	13,900	13,900	14,421	(521)
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	13,900	13,900	14,421	(521)
Excess (Deficiency) of Revenues over Expenditures	1,366,300	1,366,300	1,434,171	67,871
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(1,366,300)	(1,366,300)	(1,434,171)	(67,871)
Total Other Financing Sources (Uses)	(1,366,300)	(1,366,300)	(1,434,171)	(67,871)
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	\$ -	\$ -	\$ -	\$ -

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Community Facilities District #5			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 4,000,000	\$ 4,000,000	\$ 4,322,883	\$ 322,883
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	11,000	11,000	10,734	(266)
Charges for services	-	-	-	-
Other revenues	15,000	15,000	15,000	-
Total Revenues	4,026,000	4,026,000	4,348,617	322,617
EXPENDITURES				
Current:				
General government	336,700	371,900	354,366	17,534
Public safety	-	-	-	-
General services	3,641,200	3,641,200	3,545,992	95,208
Community development	-	-	-	-
Capital outlay	-	-	4,047	(4,047)
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	3,977,900	4,013,100	3,904,405	108,695
Excess (Deficiency) of Revenues over Expenditures	48,100	12,900	444,212	431,312
OTHER FINANCING SOURCES (USES)				
Transfers in	2,200	2,200	2,966	766
Transfers out	(34,100)	(34,100)	(64,678)	(30,578)
Total Other Financing Sources (Uses)	(31,900)	(31,900)	(61,712)	(29,812)
Net Change in Fund Balances	16,200	(19,000)	382,500	401,500
Fund Balances Beginning	2,087,959	2,087,959	2,087,959	-
Fund Balances Ending	\$ 2,104,159	\$ 2,068,959	\$ 2,470,459	\$ 401,500

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Community Facilities District #6			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ 250,800	\$ 250,800	\$ 269,446	\$ 18,646
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	900	900	1,347	447
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	251,700	251,700	270,793	19,093
EXPENDITURES				
Current:				
General government	39,600	39,600	34,883	4,717
Public safety	-	-	-	-
General services	235,400	235,400	207,776	27,624
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	275,000	275,000	242,659	32,341
Excess (Deficiency) of Revenues over Expenditures	(23,300)	(23,300)	28,134	51,434
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(1,400)	(1,400)	(4,396)	(2,996)
Total Other Financing Sources (Uses)	(1,400)	(1,400)	(4,396)	(2,996)
Net Change in Fund Balances	(24,700)	(24,700)	23,738	48,438
Fund Balances Beginning	220,946	220,946	220,946	-
Fund Balances Ending	\$ 196,246	\$ 196,246	\$ 244,684	\$ 48,438

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Housing Rehabilitation			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	43	43
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	-	-	43	43
EXPENDITURES				
Current:				
General government	900	900	800	100
Public safety	-	-	-	-
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	900	900	800	100
Excess (Deficiency) of Revenues over Expenditures	(900)	(900)	(757)	143
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(900)	(900)	(757)	143
Fund Balances Beginning	769,390	769,390	769,390	-
Fund Balances Ending	\$ 768,490	\$ 768,490	\$ 768,633	\$ 143

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Streets Grants			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	630,000	630,000	1,310,861	680,861
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	630,000	630,000	1,310,861	680,861
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
General services	-	-	11,236	(11,236)
Community development	-	-	-	-
Capital outlay	630,000	1,005,000	764,503	240,497
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	630,000	1,005,000	775,739	229,261
Excess (Deficiency) of Revenues over Expenditures	-	(375,000)	535,122	910,122
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	19	19
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	19	19
Net Change in Fund Balances	-	(375,000)	535,141	910,141
Fund Balances Beginning	(829,565)	(829,565)	(829,565)	-
Fund Balances Ending	\$ (829,565)	\$ (1,204,565)	\$ (294,424)	\$ 910,141

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Asset Forfeiture			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	66,824	66,824
Intergovernmental	-	-	-	-
Use of money and property	300	300	-	(300)
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	300	300	66,824	66,524
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	103,200	103,200	28,534	74,666
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	103,200	103,200	28,534	74,666
Excess (Deficiency) of Revenues over Expenditures	(102,900)	(102,900)	38,290	141,190
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(102,900)	(102,900)	38,290	141,190
Fund Balances Beginning	103,300	103,300	103,300	-
Fund Balances Ending	\$ 400	\$ 400	\$ 141,590	\$ 141,190

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Traffic Safety/PD Grants			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	5,332	5,332
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	-	-	5,332	5,332
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	3,201	(3,201)
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	3,201	(3,201)
Excess (Deficiency) of Revenues over Expenditures	-	-	2,131	2,131
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	2,131	2,131
Fund Balances Beginning	(5,332)	(5,332)	(5,332)	-
Fund Balances Ending	\$ (5,332)	\$ (5,332)	\$ (3,201)	\$ 2,131

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	CDBG HUD Entitlement			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	304,100	304,100	381,083	76,983
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	304,100	304,100	381,083	76,983
EXPENDITURES				
Current:				
General government	2,400	2,400	2,400	-
Public safety	-	-	-	-
General services	200,200	278,200	278,725	(525)
Community development	53,100	53,100	50,907	2,193
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	255,700	333,700	332,032	1,668
Excess (Deficiency) of Revenues over Expenditures	48,400	(29,600)	49,051	78,651
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(48,400)	(48,400)	(55,778)	(7,378)
Total Other Financing Sources (Uses)	(48,400)	(48,400)	(55,778)	(7,378)
Net Change in Fund Balances	-	(78,000)	(6,727)	71,273
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	\$ -	\$ (78,000)	\$ (6,727)	\$ 71,273

Continued

City of Rocklin
Statement of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the year ended June 30, 2017

	Supplemental Law Enforcement Grant			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	-
Intergovernmental	100,000	100,000	129,324	29,324
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	100,000	100,000	129,324	29,324
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
General services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	100,000	100,000	129,324	29,324
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(100,000)	(100,000)	(129,324)	(29,324)
Total Other Financing Sources (Uses)	(100,000)	(100,000)	(129,324)	(29,324)
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	\$ -	\$ -	\$ -	\$ -

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NONMAJOR CAPITAL PROJECTS FUNDS

Fund Title	Fund Description
Park Development Fees	Accounts for funds expended on City park projects and improvements.
Community Park Fees	Accounts for funds collected and expended for City park land and improvements.
Capital Construction Impact Fees	Accounts for the capital construction impact fee that is used for the expansion of facilities to serve new developments within the City.
Oak Tree Mitigation Fees	Accounts for funds collected for Oak Tree preservation activities including land acquisition and oak tree planting, acquisition, and maintenance.
Whitney Ranch Trunk Sewer Project	Accounts for impact fees to fund the sewer trunk line upgrade.
Rocklin Public Finance Authority Capital Projects	Accounts for Rocklin Finance Authority capital projects funded by bond proceeds.
Community Facilities District #10	Accounts for projects related to the respective community facilities district.

City of Rocklin
Combining Balance Sheet
Capital Projects Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Park Development Fees	Community Park Fees	Capital Construction Impact Fees
ASSETS			
Cash and investments	55,733	\$ -	\$ 3,427,223
Restricted cash and investments	-	-	-
Total assets	\$ 55,733	\$ -	\$ 3,427,223
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ -	\$ -	\$ 422
Due to other funds	-	230,797	-
Total liabilities	-	230,797	422
Fund Balances:			
Restricted	\$ -	\$ -	\$ -
Committed	55,733	-	3,426,801
Unassigned (Deficit)	-	(230,797)	-
Total fund balances	55,733	(230,797)	3,426,801
Total liabilities and fund balances	\$ 55,733	\$ -	\$ 3,427,223

Continued

City of Rocklin
Combining Balance Sheet
Capital Projects Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Oak Tree Mitigation Fees	Whitney Ranch Trunk Sewer Project	Rocklin Public Finance Authority Capital Projects
ASSETS			
Cash and investments	\$ 1,409,171	\$ 158,775	\$ -
Restricted cash and investments	-	-	7,207,502
Total assets	\$ 1,409,171	\$ 158,775	\$ 7,207,502
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ -	\$ -	\$ 110,927
Due to other funds	-	-	193,284
Total liabilities	-	-	304,211
Fund Balances:			
Restricted	\$ -	\$ -	\$ 6,903,291
Committed	1,409,171	158,775	-
Unassigned (Deficit)	-	-	-
Total fund balances	1,409,171	158,775	6,903,291
Total liabilities and fund balances	\$ 1,409,171	\$ 158,775	\$ 7,207,502

Continued

City of Rocklin
Combining Balance Sheet
Capital Projects Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #10 Projects	Total Capital Projects Nonmajor Governmental Funds	
		2017	2016
ASSETS			
Cash and investments	\$ -	\$ 5,050,902	\$ 2,710,422
Restricted cash and investments	3,209,914	10,417,416	3,198,699
Total assets	\$ 3,209,914	\$ 15,468,318	\$ 5,909,121
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ -	\$ 111,349	\$ 45,888
Due to other funds	-	424,081	830,059
Total liabilities	-	535,430	875,947
Fund Balances:			
Restricted	\$ 3,209,914	\$ 10,113,205	\$ 3,198,699
Committed	-	5,050,480	2,664,534
Unassigned (Deficit)	-	(230,797)	(830,059)
Total fund balances	3,209,914	14,932,888	5,033,174
Total liabilities and fund balances	\$ 3,209,914	\$ 15,468,318	\$ 5,909,121

Concluded

City of Rocklin
Combining Statement of Revenues, Expenditures,
and Changes in Fund Balances
Capital Projects Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Park Development Fees	Community Park Fees	Capital Construction Impact Fees
REVENUES			
Taxes and assessments	\$ 260,193	\$ 249,943	\$ -
License and permits	-	-	-
Intergovernmental revenues	-	-	14,061
Charges for services	-	147,428	-
Use of money and property	26	-	12,715
Contributions from developers and homeowners	-	-	2,017,824
Other revenue	-	-	891,460
Total Revenues	260,219	397,371	2,936,060
EXPENDITURES			
Current:			
General government	-	2,595	-
General services	-	-	2,454
Capital outlay	-	-	53,183
Total Expenditures	-	2,595	55,637
Excess (Deficiency) of Revenues over Expenditures	260,219	394,776	2,880,423
OTHER FINANCING SOURCES (USES)			
Proceeds from debt issuance	-	-	-
Transfers in	-	-	-
Transfers out	-	-	(525,777)
Total Other Financing Sources (Uses)	-	-	(525,777)
Net Change in Fund Balances	260,219	394,776	2,354,646
Fund Balances Beginning	(204,486)	(625,573)	1,072,155
Fund Balances Ending	\$ 55,733	\$ (230,797)	\$ 3,426,801

Continued

City of Rocklin
Combining Statement of Revenues, Expenditures,
and Changes in Fund Balances
Capital Projects Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Oak Tree Mitigation Fees	Whitney Ranch Trunk Sewer Project	Rocklin Public Finance Authority Capital Projects
REVENUES			
Taxes and assessments	\$ 131,036	\$ -	\$ -
License and permits	-	90,584	-
Intergovernmental revenues	-	-	-
Charges for services	-	-	-
Use of money and property	10,165	700	20,875
Contributions from developers and homeowners	-	-	-
Other revenue	-	-	-
Total Revenues	141,201	91,284	20,875
EXPENDITURES			
Current:			
General government	-	-	-
General services	136,404	-	-
Capital outlay	81,903	-	1,096,749
Total Expenditures	218,307	-	1,096,749
Excess (Deficiency) of Revenues over Expenditures	<u>(77,106)</u>	<u>91,284</u>	<u>(1,075,874)</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from debt issuance	-	-	8,000,000
Transfers in	-	-	-
Transfers out	(38,611)	-	(20,835)
Total Other Financing Sources (Uses)	(38,611)	-	7,979,165
Net Change in Fund Balances	(115,717)	91,284	6,903,291
Fund Balances Beginning	<u>1,524,888</u>	<u>67,491</u>	<u>-</u>
Fund Balances Ending	<u>\$ 1,409,171</u>	<u>\$ 158,775</u>	<u>\$ 6,903,291</u>

Continued

City of Rocklin
Combining Statement of Revenues, Expenditures,
and Changes in Fund Balances
Capital Projects Nonmajor Governmental Funds
For the year ended June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #10 Projects	Total Capital Projects Nonmajor Governmental Funds	
		2017	2016
REVENUES			
Taxes and assessments	\$ -	\$ 641,172	\$ 2,248,980
License and permits	-	90,584	50,652
Intergovernmental revenues	-	14,061	-
Charges for services	-	147,428	72,141
Use of money and property	11,215	55,696	17,287
Contributions from developers and homeowners	-	2,017,824	2,144,217
Other revenue	-	891,460	825,619
Total Revenues	11,215	3,858,225	5,358,896
EXPENDITURES			
Current:			
General government	-	2,595	16,348
General services	-	138,858	179,686
Capital outlay	-	1,231,835	4,747,787
Total Expenditures	-	1,373,288	4,943,821
Excess (Deficiency) of Revenues over Expenditures	11,215	2,484,937	415,075
OTHER FINANCING SOURCES (USES)			
Proceeds from debt issuance	-	8,000,000	5,852,781
Transfers in	-	-	-
Transfers out	-	(585,223)	(922,155)
Total Other Financing Sources (Uses)	-	7,414,777	4,930,626
Net Change in Fund Balances	11,215	9,899,714	5,345,701
Fund Balances Beginning	3,198,699	5,033,174	(312,527)
Fund Balances Ending	\$ 3,209,914	\$ 14,932,888	\$ 5,033,174

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NONMAJOR PERMANENT FUNDS

Fund Title	Fund Description
Wetlands Maintenance	Accounts for a \$38,000 required endowment from which the income will fund ongoing maintenance of the wetlands on a single lot parcel in Stanford Ranch Phase III.
Conservation Easement Endowment	Accounts for a \$453,455 required endowment from which the income will fund initial Preserve Area maintenance and operations.

City of Rocklin
Combining Balance Sheet
Permanent Nonmajor Governmental Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Wetlands Maintenance	Conservation Easement Endowment	Total Permanent Nonmajor Governmental Funds	
			2017	2016
ASSETS				
Restricted cash and investments	\$ 63,542	\$ 453,455	\$ 516,997	\$ 518,614
Total assets	\$ 63,542	\$ 453,455	\$ 516,997	\$ 518,614
FUND BALANCES				
Nonspendable endowments	\$ 38,000	\$ 453,455	\$ 491,455	\$ 491,455
Restricted	25,542	-	25,542	27,159
Total fund balances	\$ 63,542	\$ 453,455	\$ 516,997	\$ 518,614

City of Rocklin

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

Permanent Nonmajor Governmental Funds

For the year ended June 30, 2017

(With comparative totals for June 30, 2016)

	Wetlands Maintenance	Conservation Easement Endowment	Total Permanent Nonmajor Governmental Funds	
			2017	2016
REVENUES				
Use of money and property	\$ 426	\$ 2,966	\$ 3,392	\$ 6,491
Total Revenues	<u>426</u>	<u>2,966</u>	<u>3,392</u>	<u>6,491</u>
EXPENDITURES				
Current:				
General government	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues over Expenditures	<u>426</u>	<u>2,966</u>	<u>3,392</u>	<u>6,491</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(2,043)	(2,966)	(5,009)	(4,438)
Total Other Financing Sources (Uses)	<u>(2,043)</u>	<u>(2,966)</u>	<u>(5,009)</u>	<u>(4,438)</u>
Net Change in Fund Balances	(1,617)	-	(1,617)	2,053
Fund Balances Beginning	<u>65,159</u>	<u>453,455</u>	<u>518,614</u>	<u>516,561</u>
Fund Balances Ending	<u>\$ 63,542</u>	<u>\$ 453,455</u>	<u>\$ 516,997</u>	<u>\$ 518,614</u>

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Exhibit A
AGENCY FUNDS

Fund Title	Fund Description
Community Facilities District #3	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District #6	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District #7	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District #8	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District #9	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District #10	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District #11	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Borowski Landfill Monitoring Trust	Accounts for amounts collected to monitor the Borowski Landfill.
North West Rocklin Annexation Area	Accounts for amounts collected to reimburse developers for constructing backbone infrastructure in the respective area.

City of Rocklin
Combining Balance Sheet
Agency Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #3	Community Facilities District #6	Community Facilities District #7
ASSETS			
Current assets:			
Cash and investments	\$ -	\$ -	\$ -
Cash and investments held by trustee	1,629,360	162,832	403,321
Receivables	10,372	3,102	1,675
Total assets	\$ 1,639,732	\$ 165,934	\$ 404,996
LIABILITIES			
Current liabilities:			
Due to other agencies	\$ 1,639,732	\$ 165,934	\$ 404,996
Total liabilities	\$ 1,639,732	\$ 165,934	\$ 404,996

Continued

City of Rocklin
Combining Balance Sheet
Agency Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #8	Community Facilities District #9	Community Facilities District #10
ASSETS			
Current assets:			
Cash and investments	\$ -	\$ -	\$ 17,441
Cash and investments held by trustee	431,390	442,348	3,482,117
Receivables	8,894	6,117	25,259
Total assets	\$ 440,284	\$ 448,465	\$ 3,524,817
LIABILITIES			
Current liabilities:			
Due to other agencies	\$ 440,284	\$ 448,465	\$ 3,524,817
Total liabilities	\$ 440,284	\$ 448,465	\$ 3,524,817

Continued

City of Rocklin
Combining Balance Sheet
Agency Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Community Facilities District #11	Borowski Landfill Monitoring Trust	Northwest Rocklin Annexation Area Trust
ASSETS			
Current assets:			
Cash and investments	\$ 1,466,336	\$ 7,925	\$ 70,472
Cash and investments held by trustee	-	-	-
Receivables	994	-	-
Total assets	\$ 1,467,330	\$ 7,925	\$ 70,472
LIABILITIES			
Current liabilities:			
Due to other agencies	\$ 1,467,330	\$ 7,925	\$ 70,472
Total liabilities	\$ 1,467,330	\$ 7,925	\$ 70,472

Continued

City of Rocklin
Combining Balance Sheet
Agency Funds
June 30, 2017
(With comparative totals for June 30, 2016)

	Totals	
	2017	2016
ASSETS		
Current assets:		
Cash and investments	\$ 1,562,174	\$ 2,475,317
Cash and investments held by trustee	6,551,368	6,361,088
Receivables	56,413	42,310
Total assets	\$ 8,169,955	\$ 8,878,715
 LIABILITIES		
Current liabilities:		
Due to other agencies	\$ 8,169,955	\$ 8,878,715
Total liabilities	\$ 8,169,955	\$ 8,878,715
		Concluded

City of Rocklin
Combining Statement of Changes in Assets and Liabilities
Agency Funds
For the year ended June 30, 2017

	Balance July 01, 2016	Additions	Deductions	Balance June 30, 2017
COMMUNITY FACILITIES DISTRICT #3				
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	\$ -
Cash and investments held by trustee	1,569,493	793,422	733,555	1,629,360
Receivables	20,275	10,372	20,275	10,372
Total assets	\$ 1,589,768	\$ 803,794	\$ 753,830	\$ 1,639,732
LIABILITIES				
Due to other agencies	\$ 1,589,768	\$ 803,794	\$ 753,830	\$ 1,639,732
Total liabilities	\$ 1,589,768	\$ 803,794	\$ 753,830	\$ 1,639,732
COMMUNITY FACILITIES DISTRICT #6				
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	\$ -
Cash and investments held by trustee	153,598	178,013	168,779	162,832
Receivables	1,342	3,102	1,342	3,102
Total assets	\$ 154,940	\$ 181,115	\$ 170,121	\$ 165,934
LIABILITIES				
Due to other agencies	\$ 154,940	\$ 181,115	\$ 170,121	\$ 165,934
Total liabilities	\$ 154,940	\$ 181,115	\$ 170,121	\$ 165,934
COMMUNITY FACILITIES DISTRICT #7				
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	\$ -
Cash and investments held by trustee	399,464	272,150	268,293	403,321
Receivables	1,352	1,675	1,352	1,675
Total assets	\$ 400,816	\$ 273,825	\$ 269,645	\$ 404,996
LIABILITIES				
Due to other agencies	\$ 400,816	\$ 273,825	\$ 269,645	\$ 404,996
Total liabilities	\$ 400,816	\$ 273,825	\$ 269,645	\$ 404,996

Cont'd

City of Rocklin
Combining Statement of Changes in Assets and Liabilities
Agency Funds
For the year ended June 30, 2017

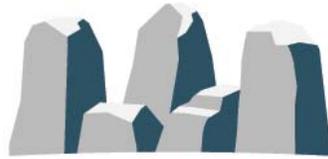
	Balance July 01, 2016	Additions	Deductions	Balance June 30, 2017
COMMUNITY FACILITIES DISTRICT #8				
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	\$ -
Cash and investments held by trustee	423,790	467,414	459,814	431,390
Receivables	2,181	8,894	2,181	8,894
Total assets	\$ 425,971	\$ 476,308	\$ 461,995	\$ 440,284
LIABILITIES				
Due to other agencies	\$ 425,971	\$ 476,308	\$ 461,995	\$ 440,284
Total liabilities	\$ 425,971	\$ 476,308	\$ 461,995	\$ 440,284
COMMUNITY FACILITIES DISTRICT #9				
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	\$ -
Cash and investments held by trustee	487,459	501,637	546,748	442,348
Receivables	4,606	6,117	4,606	6,117
Total assets	\$ 492,065	\$ 507,754	\$ 551,354	\$ 448,465
LIABILITIES				
Due to other agencies	\$ 492,065	\$ 507,754	\$ 551,354	\$ 448,465
Total liabilities	\$ 492,065	\$ 507,754	\$ 551,354	\$ 448,465
COMMUNITY FACILITIES DISTRICT #10				
ASSETS				
Cash and investments	\$ -	\$ 17,441	\$ -	\$ 17,441
Cash and investments held by trustee	3,327,284	1,931,763	1,776,930	3,482,117
Receivables	12,554	25,259	12,554	25,259
Total assets	\$ 3,339,838	\$ 1,974,463	\$ 1,789,484	\$ 3,524,817
LIABILITIES				
Due to other agencies	\$ 3,339,838	\$ 1,974,463	\$ 1,789,484	\$ 3,524,817
Total liabilities	\$ 3,339,838	\$ 1,974,463	\$ 1,789,484	\$ 3,524,817

Cont'd

City of Rocklin
Combining Statement of Changes in Assets and Liabilities
Agency Funds
For the year ended June 30, 2017

	Balance July 01, 2016	Additions	Deductions	Balance June 30, 2017
COMMUNITY FACILITIES DISTRICT #11				
ASSETS				
Cash and investments	\$ 2,428,519	\$ 853,101	\$ 1,815,284	\$ 1,466,336
Cash and investments held by trustee	-	-	-	-
Receivables	-	994	-	994
Total assets	\$ 2,428,519	\$ 854,095	\$ 1,815,284	\$ 1,467,330
LIABILITIES				
Due to other agencies	\$ 2,428,519	\$ 854,095	\$ 1,815,284	\$ 1,467,330
Total liabilities	\$ 2,428,519	\$ 854,095	\$ 1,815,284	\$ 1,467,330
BOROWSKI LANDFILL MONITORING TRUST				
ASSETS				
Cash and investments	\$ 7,157	35,429	\$ 34,661	\$ 7,925
Cash and investments held by trustee	-	-	-	-
Receivables	-	-	-	-
Total assets	\$ 7,157	\$ 35,429	\$ 34,661	\$ 7,925
LIABILITIES				
Due to other agencies	\$ 7,157	\$ 35,429	\$ 34,661	\$ 7,925
Total liabilities	\$ 7,157	\$ 35,429	\$ 34,661	\$ 7,925
Northwest Rocklin Annexation Area Trust				
ASSETS				
Cash and investments	\$ 39,641	\$ 70,472	\$ 39,641	\$ 70,472
Cash and investments held by trustee	-	-	-	-
Receivables	-	-	-	-
Total assets	\$ 39,641	\$ 70,472	\$ 39,641	\$ 70,472
LIABILITIES				
Due to other agencies	\$ 39,641	\$ 70,472	\$ 39,641	\$ 70,472
Total liabilities	\$ 39,641	\$ 70,472	\$ 39,641	\$ 70,472
Totals				
ASSETS				
Cash and investments	\$ 2,475,317	\$ 976,443	\$ 1,889,586	\$ 1,562,174
Cash and investments held by trustee	6,361,088	4,144,399	3,954,119	6,551,368
Receivables	42,310	56,413	42,310	56,413
Total assets	\$ 8,878,715	\$ 5,177,255	\$ 5,886,015	\$ 8,169,955
LIABILITIES				
Due to other agencies	\$ 8,878,715	\$ 5,177,255	\$ 5,886,015	\$ 8,169,955
Total liabilities	\$ 8,878,715	\$ 5,177,255	\$ 5,886,015	\$ 8,169,955

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ROCKLIN
CALIFORNIA

STASTICAL INFORMATION

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Exhibit A
STATISTICAL SECTION

This part of the City of Rocklin's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, footnotes, and required supplementary information says about the City's overall financial health

Contents	Page(s)
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	156-165
Revenue Capacity	
These schedules contain information to help the reader assess the City's property tax.	166-169
Debt Capacity	
These schedules contain information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	170-173
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	174-175

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

City of Rocklin
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	2008	2009	2010	2011	2012
Governmental activities:					
Net investment in capital assets	\$ 333,102,023	\$ 340,423,304	\$ 336,857,846	\$ 299,354,604	\$ 311,848,181
Restricted	23,677,671	17,858,485	16,013,886	18,109,568	15,572,366
Unrestricted	67,611,423	60,361,488	51,212,204	43,464,022	30,663,690
Total Governmental Activities Net Position	<u>\$ 424,391,117</u>	<u>\$ 418,643,277</u>	<u>\$ 404,083,936</u>	<u>\$ 360,928,194</u>	<u>\$ 358,084,237</u>

Page 1 of 2 (continued)

City of Rocklin**Net Position by Component****Last Ten Fiscal Years****(accrual basis of accounting)**

	2013	2014	2015	2016	2017
Governmental activities:					
Net investment in capital assets	\$ 305,672,758	\$ 303,473,919	\$ 302,623,713	\$ 312,465,313	\$ 305,878,169
Restricted	15,031,994	24,905,118	22,509,945	26,651,163	28,671,195
Unrestricted	27,181,118	26,568,355	(7,435,357)	(2,310,614)	4,165,814
Total Governmental Activities Net Position	<u>\$ 347,885,870</u>	<u>\$ 354,947,392</u>	<u>\$ 317,698,301</u>	<u>\$ 336,805,862</u>	<u>\$ 338,715,178</u>

Page 2 of 2 (concluded)

City of Rocklin
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2008	2009	2010	2011	2012
Expenses					
Governmental Activities:					
General Government	\$ 9,384,763	\$ 12,168,677	\$ 11,502,017	\$ 12,368,561	\$ 19,941,499
Public Safety	19,270,091	21,767,874	20,187,996	19,676,954	19,500,808
Public Works	13,831,854	11,875,302	13,203,578	-	-
General Services	-	-	-	21,459,947	21,000,764
Culture and Recreation	11,359,949	11,199,237	8,630,297	-	-
Community Development	5,480,752	3,825,794	6,975,124	39,474,367	2,388,154
Interest Expense	2,099,964	2,193,456	2,225,218	2,185,827	1,801,574
Total Governmental Activities Expenses	<u>61,427,373</u>	<u>63,030,340</u>	<u>62,724,230</u>	<u>95,165,656</u>	<u>64,632,799</u>
Total Primary Government Expenses	<u>61,427,373</u>	<u>63,030,340</u>	<u>62,724,230</u>	<u>95,165,656</u>	<u>64,632,799</u>
Program Revenues					
Governmental Activities:					
Charges For Services:					
General Government	2,196,509	5,409,343	878,576	1,975,872	1,936,755
Public Safety	967,850	598,746	698,784	929,151	918,751
Public Works	678,409	262,526	27,097	-	-
General Services	-	-	-	3,096,172	2,926,972
Culture and Recreation	4,179,414	211,128	2,974,885	-	-
Community Development	1,426,974	1,451,804	1,061,768	1,359,902	1,408,754
Operating Grants and Contributions	1,192,355	3,898,104	2,891,635	8,514,569	7,875,912
Capital Grants and Contributions	19,471,148	2,701,074	3,845,572	1,061,788	110,327
Total Governmental Activities Program Revenues	<u>30,112,659</u>	<u>14,532,725</u>	<u>12,378,317</u>	<u>16,937,454</u>	<u>15,177,471</u>
Total Primary Government Program Revenues	<u>30,112,659</u>	<u>14,532,725</u>	<u>12,378,317</u>	<u>16,937,454</u>	<u>15,177,471</u>
Net (Expense)/Revenue					
Governmental activities	<u>(31,314,714)</u>	<u>(48,497,615)</u>	<u>(50,345,913)</u>	<u>(78,228,202)</u>	<u>(49,455,328)</u>
Total Primary Government Net Expense	<u>(31,314,714)</u>	<u>(48,497,615)</u>	<u>(50,345,913)</u>	<u>(78,228,202)</u>	<u>(49,455,328)</u>

Page 1 of 4 (continued)

City of Rocklin
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2013	2014	2015	2016	2017
Expenses					
Governmental Activities:					
General Government	\$ 11,213,621	\$ 12,616,551	\$ 12,774,913	\$ 18,001,976	\$ 15,594,154
Public Safety	19,848,065	20,157,508	18,646,375	18,957,624	23,573,244
Public Works	-	-	-	-	-
General Services	26,624,188	26,870,694	29,624,287	21,964,264	24,091,079
Culture and Recreation	-	-	-	2,623,712	1,680,297
Community Development	2,488,541	2,111,334	2,070,085	2,892,219	3,648,661
Interest Expense	709,181	521,835	570,731	423,478	997,448
Total Governmental Activities Expenses	60,883,596	62,277,922	63,686,391	64,863,273	69,584,883
Total Primary Government Expenses	60,883,596	62,277,922	63,686,391	64,863,273	69,584,883
Program Revenues					
Governmental Activities:					
Charges For Services:					
General Government	717,177	1,488,847	1,530,256	1,754,860	1,546,035
Public Safety	986,980	1,002,360	1,057,928	1,053,903	1,175,654
Public Works	-	-	-	-	-
General Services	2,867,552	5,164,288	4,805,284	3,176,280	1,123,692
Culture and Recreation	-	-	-	817,342	817,551
Community Development	2,838,162	3,663,216	3,821,613	5,562,685	6,166,673
Operating Grants and Contributions	7,023,612	5,027,116	5,280,395	11,304,860	8,407,506
Capital Grants and Contributions	387,952	3,031,936	185,434	12,126,192	1,979,083
Total Governmental Activities Program Revenues	14,821,435	19,377,763	16,680,910	35,796,122	21,216,194
Total Primary Government Program Revenues	14,821,435	19,377,763	16,680,910	35,796,122	21,216,194
Net (Expense)/Revenue					
Governmental activities	(46,062,161)	(42,900,159)	(47,005,481)	(29,067,151)	(48,368,689)
Total Primary Government Net Expense	(46,062,161)	(42,900,159)	(47,005,481)	(29,067,151)	(48,368,689)

Page 2 of 4 (continued) of 4 (continued)

City of Rocklin
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2008	2009	2010	2011	2012
General Revenues and Other					
Changes In Net Position					
Governmental Activities:					
Taxes:					
Property Taxes	17,521,701	16,384,305	14,743,382	13,935,181	11,146,605
Sales and Use Taxes	8,813,096	8,071,160	6,378,150	5,040,007	5,786,761
Gas Tax	1,807,144	907,958	1,449,281	4,292,227	3,210,518
Transient Occupancy Tax	489,747	362,686	344,792	383,641	395,656
Other Taxes	4,054,247	4,972,089	4,201,280	4,248,516	7,811,538
Motor Vehicle Fees	3,855,901	3,953,712	3,935,363	3,760,265	3,404,120
Franchise Fees	1,547,104	1,588,179	1,594,426	1,762,153	1,887,441
Impact Fees	2,302,815	2,421,430	1,203,166	445,885	541,592
Investment Earnings	4,930,857	4,088,256	1,936,732	1,543,512	1,263,775
Other Revenues	-	-	-	-	-
Gain (Loss) on Sale of Assets	-	-	-	-	-
Extraordinary Gain on Dissolution of RDA	-	-	-	-	10,471,411
Total Governmental Activities	45,322,612	42,749,775	35,786,572	35,411,387	45,919,417
Total Primary Government	45,322,612	42,749,775	35,786,572	35,411,387	45,919,417
Change In Net Position					
Governmental activities	14,007,898	(5,747,840)	(14,559,341)	(42,816,815)	(3,535,911)
Total Primary Government	\$ 14,007,898	\$ (5,747,840)	\$ (14,559,341)	\$ (42,816,815)	\$ (3,535,911)

Page 3 of 4 (continued)

Note: In 2010-11 the City combined Culture and Recreation and Public Works into General Services.

City of Rocklin
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2013	2014	2015	2016	2017
General Revenues and Other					
Changes In Net Position					
Governmental Activities:					
Taxes:					
Property Taxes	9,551,975	10,347,611	10,921,437	9,833,055	10,641,721
Sales and Use Taxes	6,212,703	6,329,277	7,576,526	12,868,331	12,951,595
Gas Tax	3,506,863	4,645,010	4,709,456	4,634,924	4,532,443
Transient Occupancy Tax	403,176	474,424	539,796	572,498	730,719
Other Taxes	6,890,260	6,791,713	8,402,248	8,959,418	9,510,931
Motor Vehicle Fees	3,367,965	3,610,829	3,891,452	4,218,989	4,505,705
Franchise Fees	1,904,499	1,957,384	2,059,195	2,123,205	2,119,222
Impact Fees	2,011,105	2,636,172	3,124,079	3,045,750	3,682,003
Investment Earnings	1,588,595	1,531,756	1,789,996	1,879,887	1,453,126
Other Revenues	426,653	156,152	868,893	727,498	128,143
Gain (Loss) on Sale of Assets	-	-	(189,630)	(767,147)	22,397
Extraordinary Gain on Dissolution of RDA	-	11,481,353	-	-	-
Total Governmental Activities	35,863,794	49,961,681	43,693,448	48,096,408	50,278,005
Total Primary Government	35,863,794	49,961,681	43,693,448	48,096,408	50,278,005
Change In Net Position					
Governmental activities	(10,198,367)	7,061,522	(3,312,033)	19,029,257	1,909,316
Total Primary Government	<u>\$ (10,198,367)</u>	<u>\$ 7,061,522</u>	<u>\$ (3,312,033)</u>	<u>\$ 19,029,257</u>	<u>\$ 1,909,316</u>

Page 4 of 4 (concluded)

Note: In 2010-11 the City combined Culture and Recreation and Public Works into General Services.

City of Rocklin**Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)**

	2008	2009	2010	2011	2012
General Fund:					
Nonspendable	\$ 2,061,255	\$ 1,867,628	\$ 1,823,650	\$ 6,048,708	\$ 948,708
Restricted	-	-	-	-	-
Committed	14,000,822	18,576,558	18,063,861	14,161,064	12,982,200
Assigned	-	-	-	-	-
Unassigned	20,170,526	14,718,374	13,358,257	13,534,025	15,019,151
Total General Fund	<u>36,232,603</u>	<u>35,162,560</u>	<u>33,245,768</u>	<u>33,743,797</u>	<u>28,950,059</u>
All Other Governmental Funds:					
Nonspendable	491,000	10,141,531	11,752,089	12,870,770	1,003,014
Restricted	56,637,710	40,652,117	35,839,982	17,618,113	15,080,911
Committed	-	-	-	-	-
Assigned	3,610,834	3,674,164	3,658,407	18,464,493	19,665,360
Unassigned	(4,967,897)	(6,749,516)	(8,573,488)	(8,674,542)	(5,865,220)
Total All Other Governmental Funds	<u>55,771,647</u>	<u>47,718,296</u>	<u>42,676,990</u>	<u>40,278,834</u>	<u>29,884,065</u>
Total All Governmental Funds	<u>\$ 92,004,250</u>	<u>\$ 82,880,856</u>	<u>\$ 75,922,758</u>	<u>\$ 74,022,631</u>	<u>\$ 58,834,124</u>

Page 1 of 2 (continued)

City of Rocklin
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2013	2014	2015	2016	2017
General Fund:					
Nonspendable	\$ 1,408,708	\$ 1,408,708	\$ 1,408,708	\$ 1,408,708	\$ 1,408,708
Restricted	-	-	-	-	-
Committed	23,465,316	24,933,009	26,094,211	23,292,378	23,788,872
Assigned	-	-	-	-	-
Unassigned	6,525,014	7,085,097	6,667,356	8,360,590	8,277,801
Total General Fund	<u>31,399,038</u>	<u>33,426,814</u>	<u>34,170,275</u>	<u>33,061,676</u>	<u>33,475,381</u>
All Other Governmental Funds:					
Nonspendable	2,569,610	13,648,993	13,043,086	13,757,503	15,437,725
Restricted	14,539,426	24,412,499	21,804,777	23,287,775	35,084,069
Committed	-	2,326,197	3,645,358	2,664,534	5,050,480
Assigned	20,538,696	5,162,428	-	-	-
Unassigned	(5,617,610)	(3,963,333)	(2,613,160)	(3,836,388)	(3,714,759)
Total All Other Governmental Funds	<u>32,030,122</u>	<u>41,586,784</u>	<u>35,880,061</u>	<u>35,873,424</u>	<u>51,857,515</u>
Total All Governmental Funds	<u>\$ 63,429,160</u>	<u>\$ 75,013,598</u>	<u>\$ 70,050,336</u>	<u>\$ 68,935,100</u>	<u>\$ 85,332,896</u>

Page 2 of 2 (concluded)

City of Rocklin

Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)

	2008	2009	2010	2011	2012
Revenues					
Taxes and Assessments	\$ 40,391,755	\$ 38,661,519	\$ 28,990,898	\$ 31,194,723	\$ 31,273,388
Licenses and Permits	1,594,170	1,988,941	1,877,390	2,051,659	978,892
Fines and Forfeitures	255,774	355,926	322,076	290,302	200,457
Intergovernmental	2,236,983	3,999,483	7,330,605	8,012,591	4,495,057
Charges for Services	5,144,855	3,576,100	3,763,720	3,670,824	3,971,307
Use of Money and Property	4,930,857	4,088,256	1,937,512	1,939,533	1,726,567
Contributions from Dev. And Homeowners	18,426,520	1,532,596	867,288	391,375	449,309
Other Revenues	2,454,357	3,079,679	3,073,887	5,300,613	4,595,282
Total Revenues	75,435,271	57,282,500	48,163,376	52,851,620	47,690,259
Expenditures					
General Government	8,623,207	9,038,183	7,250,768	7,407,257	7,882,485
Public Safety	19,463,346	20,193,534	18,833,510	18,322,468	18,158,522
Public Works	4,690,723	3,875,990	4,699,101	-	-
General Services	-	-	-	12,173,194	10,075,239
Culture and Recreation	10,393,591	9,855,464	7,557,599	-	-
Community Development	8,480,771	7,633,718	6,975,124	3,817,974	2,388,154
Capital Outlay	23,484,206	15,454,132	6,736,882	8,347,901	2,757,092
Debt Service:					
Principal	1,345,000	1,630,000	2,020,000	2,497,869	2,075,000
Interest and Fiscal Charges	2,104,788	2,207,710	2,292,870	2,185,827	1,458,496
Total Expenditures	78,585,632	69,888,731	56,365,854	54,752,490	44,794,988
Excess of Revenues Over(Under) Expenditures	(3,150,361)	(12,606,231)	(8,202,478)	(1,900,870)	2,895,271
Other Financing Sources(Uses)					
PERS Side-Fund Payoff	-	-	-	-	(4,517,258)
Extraordinary Loss on Dissolution of RDA	-	-	-	-	(13,566,520)
Gain (Loss) on Sale of Assets	-	-	1,513	750	-
Transfer from Successor Agency	-	-	-	-	-
Transfers from (to) Internal Service Funds	-	-	242,867	(8)	-
Defesance of Debt	-	-	-	-	-
Long-Term Debt Proceeds	-	3,482,837	1,000,000	-	-
Total Other Financing Sources(Uses)	-	3,482,837	1,244,380	742	(18,083,778)
Net Change In Fund Balances	\$ (3,150,361)	\$ (9,123,394)	\$ (6,958,098)	\$ (1,900,128)	\$ (15,188,507)
Debt Service as Percentage of Noncapital Expenditures	6.7%	7.6%	9.5%	11.2%	9.2%

Page 1 of 2 (continued)

City of Rocklin

Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)

	2013	2014	2015	2016	2017
Revenues					
Taxes and Assessments	\$ 32,533,333	\$ 35,251,049	\$ 37,896,309	\$ 40,369,523	\$ 46,579,731
Licenses and Permits	1,234,248	2,078,971	2,310,009	3,004,681	3,206,481
Fines and Forfeitures	155,846	160,913	564,913	227,817	378,658
Intergovernmental	6,381,554	8,599,289	5,412,142	9,666,864	8,077,195
Charges for Services	4,739,901	5,233,861	4,345,836	2,629,221	2,861,823
Use of Money and Property	2,245,163	2,428,172	2,685,218	2,778,659	2,407,423
Contributions from Dev. And Homeowners	770,016	1,695,692	2,850,688	4,744,217	2,017,824
Other Revenues	2,568,058	2,422,566	4,237,970	6,151,550	5,499,670
Total Revenues	50,628,119	57,870,513	60,303,085	69,572,532	71,028,805
Expenditures					
General Government	6,816,545	10,437,917	13,705,937	18,233,061	16,261,455
Public Safety	18,326,323	18,746,706	19,489,176	20,460,097	20,758,713
Public Works	-	-	-	-	-
General Services	16,953,922	16,707,672	19,237,232	14,272,425	13,960,714
Culture and Recreation	-	-	-	1,584,662	1,695,318
Community Development	2,488,541	2,111,334	2,228,394	2,963,265	4,041,210
Capital Outlay	3,457,179	8,239,277	9,313,759	17,525,161	4,863,869
Debt Service:					
Principal	1,000,000	1,030,000	1,070,000	1,110,000	1,160,000
Interest and Fiscal Charges	720,659	534,222	584,681	438,478	683,729
Total Expenditures	49,763,169	57,807,128	65,629,179	76,587,149	63,425,008
Excess of Revenues Over(Under) Expenditures	864,950	63,385	(5,326,094)	(7,014,617)	7,603,797
Other Financing Sources(Uses)					
PERS Side-Fund Payoff	-	-	-	-	-
Extraordinary Loss on Dissolution of RDA	-	-	-	-	-
Gain (Loss) on Sale of Assets	5,000	-	-	-	-
Transfer from Successor Agency	-	11,481,353	-	-	-
Transfers from (to) Internal Service Funds	-	39,700	362,832	46,600	51,500
Defesance of Debt	-	-	-	-	(1,401,322)
Long-Term Debt Proceeds	-	-	-	5,852,781	10,143,821
Total Other Financing Sources(Uses)	5,000	11,521,053	362,832	5,899,381	8,793,999
Net Change In Fund Balances	\$ 869,950	\$ 11,584,438	\$ (4,963,262)	\$ (1,115,236)	\$ 16,397,796
Debt Service as Percentage of Noncapital Expenditures	3.9%	3.3%	3.0%	2.7%	3.3%

Page 2 of 2 (concluded)

City of Rocklin

**Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years
(in thousands of dollars)**

Fiscal Year	City of Rocklin			Taxable Assessed Value	Total Direct Tax Rate
	Secured	Public Utility	Unsecured		
2008	\$ 7,086,920,204	\$ 6,351,556	\$ 153,871,342	\$ 7,247,143,102	1.000%
2009	7,262,312,429	6,351,556	167,996,712	7,436,660,697	1.000%
2010	6,937,855,555	8,476,688	151,986,395	7,098,318,638	1.000%
2011	6,437,055,124	8,476,688	149,331,796	6,594,863,608	1.000%
2012	6,213,199,580	8,476,688	124,161,157	6,345,837,425	1.000%
2013	6,143,416,610	8,476,688	124,062,108	6,275,955,406	1.000%
2014	6,603,652,182	9,515,170	130,907,829	6,744,075,181	1.000%
2015	7,140,101,337	9,515,170	123,619,076	7,273,235,583	1.000%
2016	7,732,821,234	9,209,410	148,270,416	7,890,301,060	1.000%
2017	8,254,665,596	9,209,410	159,873,122	8,423,748,128	1.000%

All above are Full Value (100%)

Source: Placer County Assessor's Office

City of Rocklin
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
(Rate per \$100 of assessed valuation)

Fiscal Year	Direct Rates		Overlapping Rates						Total Tax Rate
	Basic Rate	Total Direct	Loomis Elementary	Placer County Water Agency	Placer Union High	Rocklin Unified School District	Roseville Elementary	Roseville High	
2008	1.0000	1.0000	0.0189	0.0000	0.0200	0.0750	0.0285	0.0294	1.1718
2009	1.0000	1.0000	0.0209	0.0000	0.0201	0.0754	0.0290	0.0321	1.1775
2010	1.0000	1.0000	0.0209	0.0000	0.0218	0.0843	0.0325	0.0359	1.1954
2011	1.0000	1.0000	0.0273	0.0000	0.0265	0.1113	0.0418	0.0431	1.2500
2012	1.0000	1.0000	0.0184	0.0000	0.0263	0.1293	0.0467	0.0420	1.2627
2013	1.0000	1.0000	0.0236	0.0000	0.0285	0.1362	0.0535	0.0446	1.2864
2014	1.0000	1.0000	0.0217	0.0000	0.0280	0.1355	0.0441	0.0514	1.2807
2015	1.0000	1.0000	0.0200	0.0000	0.0194	0.1364	0.0457	0.0485	1.2699
2016	1.0000	1.0000	0.0199	0.0000	0.0147	0.1343	0.0434	0.0454	1.2576
2017	1.0000	1.0000	0.0159	0.0000	0.0242	0.0394	0.0436	0.0501	1.1731

Source: Placer County Assessor Tax Rate Table

**City of Rocklin
Principal Property Tax Payers
Current Year and Nine Years Ago
(amounts expressed in thousands)**

Taxpayer	Primary Land Use	2017			2008		
		Taxable Assessed Valuation ⁽¹⁾	Rank	Percentage of Total Assessed Valuation	Taxable Assessed Valuation	Rank	Percentage of Total Assessed Valuation
Meridian Apartments LP	Residential	\$ 73,307,128	1	0.87%			
MGP X Properties LLC	Commercial	68,495,256	2	0.81%			
ARHC CAROCCA01	Institutional	54,165,819	3	0.64%			
Evergreen SR 1011 LP	Commercial	39,847,125	4	0.47%			
Walmart Real Estate Business Trust	Commercial	39,615,560	5	0.47%			
Winsted Apartments LLC	Residential	36,542,831	6	0.43%			
Demmon Rocklin Ranch Partners LP	Residential	35,949,437	7	0.43%			
Williams Portfolio 8	Residential	34,311,259	8	0.41%			
KBSIII Rocklin Corporate Center LLC	Commercial	34,264,686	9	0.41%			
Sunset Court at Stanford Ranch-344 LLC	Residential	33,247,404	10	0.39%	29,441,626	9	0.41%
Demmon Meridian Partners LP	Residential				86,666,227	1	1.20%
Sunset Rancho Investors LLC	Vacant				69,235,260	2	0.96%
Sierrapine	Industrial				42,262,954	3	0.58%
The GAP Inc.	Industrial				32,355,208	5	0.45%
Lakha Properties Rocklin LLC	Commercial				30,848,777	6	0.43%
Oracle Systems Corporation	Commercial				27,944,312	10	0.39%
Rocklin Retail LLC	Commercial				34,436,562	4	0.48%
Dunmore Croftwood LLC	Vacant				29,835,000	7	0.41%
United Natural Foods Inc.	Industrial				29,600,950	8	0.41%
Totals		<u>\$ 449,746,505</u>		<u>5.33%</u>	<u>\$ 412,626,876</u>		<u>5.72%</u>

Source(s): HdL Coren and Cone and Placer County Assessor Combined Tax Rolls and the SBE Non Unitary Tax Roll and Placer County Assessor 2006/07 Combined Tax Rolls and the SBE Non Unitary Tax Roll.

⁽¹⁾ Estimated calculations are performed on a parcel level, county/controllers' office neither calculates nor apportions revenues at a parcel level.

City of Rocklin
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Taxes Levied for the Fiscal Year	Collected Within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	As Percent Of Tax Levy
2008	\$ 17,521,701	\$ 17,521,701	100.00%	\$ -	\$ 17,521,701	100.00%
2009	16,384,305	16,384,305	100.00%	-	16,384,305	100.00%
2010	14,743,382	14,743,382	100.00%	-	14,743,382	100.00%
2011	13,935,181	13,935,181	100.00%	-	13,935,181	100.00%
2012	11,146,605	11,146,605	100.00%	-	11,146,605	100.00%
2013	9,551,975	9,551,975	100.00%	-	9,551,975	100.00%
2014	10,347,611	10,347,611	100.00%	-	10,347,611	100.00%
2015	10,921,437	10,921,437	100.00%	-	10,921,437	100.00%
2016	9,833,055	9,833,055	100.00%	-	9,833,055	100.00%
2017	10,641,721	10,641,721	100.00%	-	10,641,721	100.00%

Source: City financial records

Note: Amounts reported and collected under the Teeter Plan in which all taxes are distributed to the City in the year of the levy with the County of Placer retaining any interest or penalties on uncollected balances.

City of Rocklin
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities				Total Primary Government	Percentage of Personal Income	Debt Per Capita
	Promissory Notes	Certificates of Participation	Refunding Revenue Bonds	Tax Allocation Bonds			
2008	350,000	5,095,000	11,760,000	29,065,000	46,270,000	2%	856
2009	250,000	4,635,000	11,760,000	29,065,000	45,710,000	2%	831
2010	-	4,165,000	11,225,000	28,500,000	43,890,000	3%	783
2011	-	3,680,000	10,680,000	27,915,000	42,275,000	2%	725
2012	-	3,275,000	10,115,000	-	13,390,000	2%	229
2013	-	2,860,000	9,530,000	-	12,390,000	1%	208
2014	-	2,430,000	8,930,000	-	11,360,000	1%	190
2015	-	1,980,000	8,310,000	-	10,290,000	0%	171
2016	-	1,515,000	7,665,000	-	9,180,000	0%	143
2017	-	-	16,445,000	-	16,445,000	Not Available	Not Available

Source: City financial records, California State Dept of Finance, ESRI

City of Rocklin
Direct and Overlapping Debt
June 30, 2017

2016/2017 Assessed Valuation:	\$	8,424,066,782		
				City's Share
Overlapping Tax and Assessment Debt:		Total Debt	% Applicable (1)	of Debt
Rocklin Unified School District	\$	67,124,802	98.53%	\$ 66,136,725
Placer Union High School District		25,430,453	2.138%	543,703
Roseville Joint Union High School District		118,078,598	0.056%	66,124
Loomis Union School District		3,950,000	8.148%	321,846
Roseville City School District		18,286,852	0.098%	17,921
Rocklin Unified School District Community Facilities District Nos. 1 and 2		37,244,513	99.891-99.905%	37,206,651
City of Rocklin Community Facilities District No. 3		2,818,568	100%	2,818,568
City of Rocklin Community Facilities District No. 6		1,165,000	100%	1,165,000
City of Rocklin Community Facilities District No. 7		1,318,593	100%	1,318,593
City of Rocklin Community Facilities District No. 8		3,015,000	100%	3,015,000
City of Rocklin Community Facilities District No. 9		3,590,000	100%	3,590,000
City of Rocklin Community Facilities District No. 10		26,455,000	100%	26,455,000
City of Rocklin Community Facilities District No. 11		7,210,301	100%	7,210,301
California Statewide Community Development Authority 1915 Act Bonds		13,662,125	100%	13,662,125
Total overlapping tax and assessment debt				\$ 163,527,557
Direct and Overlapping General Fund Debt:				
Placer County Certificates of Participation	\$	31,195,000	12.502%	\$ 3,899,999
Placer County Office of Education Certificates of Participation		1,300,000	12.502%	162,526
Sierra Joint Community College District Certificates of Participation		6,029,000	9.463%	570,524
Rocklin Unified School District Certificates of Participation		13,880,000	98.528%	13,675,686
Placer Union High School District Certificates of Participation		2,820,000	2.138%	60,292
Roseville Joint Union High School District Certificates of Participation		560,000	0.056%	314
Loomis Union School District Certificates of Participation		2,385,000	6.696%	159,700
Roseville City School District Certificates of Participation		7,780,000	0.098%	7,624
South Placer Fire Protection District Certificates of Participation		5,230,000	1%	62,394
Placer Mosquito & Vector Control District Certificates of Participation		3,490,000	12.502%	436,320
Total direct and overlapping general fund debt				\$ 19,035,379
Overlapping Tax Increment Debt (Successor Agency)	\$	<u>23,935,000</u>	100%	<u>\$ 23,935,000</u>
Total direct debt				\$ -
Total overlapping debt				\$ 206,497,936
Combined Total Debt				\$ 206,497,936 (2)
Ratios to Assessed Valuation:				
Total Overlapping Tax and Assessment Debt			1.94%	
Total Direct Debt			0.00%	
Combined Total Debt			2.45%	
Ratios to Redevelopment Successor Agency Incremental Valuation (\$631,824,540):				
Total Overlapping Tax Increment Debt			3.79%	

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

City of Rocklin
Legal Debt Margin Information
Last Ten Fiscal Years

	2008	2009	2010	2011	2012
Debt limit	\$ 1,063,038,031	\$ 1,089,346,864	\$ 1,040,678,333	\$ 965,558,269	\$ 931,979,937
Total net debt applicable to limit	-	-	-	-	-
Legal debt margin	\$ 1,063,038,031	\$ 1,089,346,864	\$ 1,040,678,333	\$ 965,558,269	\$ 931,979,937
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%	0.0%

Page 1 of 2 (continued)

**City of Rocklin
Legal Debt Margin Information
Last Ten Fiscal Years**

	2013	2014	2015	2016	2017
Debt limit	\$ 921,512,492	\$ 990,547,827	\$ 1,071,015,201	\$ 1,226,867,673	\$ 1,309,781,510
Total net debt applicable to limit	-	-	-	-	-
Legal debt margin	<u>\$ 921,512,492</u>	<u>\$ 990,547,827</u>	<u>\$ 1,071,015,201</u>	<u>\$ 1,226,867,673</u>	<u>\$ 1,309,781,510</u>
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%	0.0%

Legal Debt Margin Calculation for Fiscal Year 2017:

Assessed value - based on secured roll	\$ 8,731,876,733
Debt limit (15% of assessed value)	1,309,781,510
Debt applicable to limit:	
None	-
Legal Debt Margin	<u>\$ 1,309,781,510</u>

Page 2 of 2 (concluded)

City of Rocklin
Demographic and Economic Statistics
Last Ten Fiscal Years

Calendar Year	Population	Per Capita Personal Income	Personal Income (in thousands)	Unemployment Rate
2007	52,358	38,722	2,027,431	3.4%
2008	54,077	39,252	2,122,650	4.6%
2009	54,991	37,592	2,067,201	7.6%
2010	56,019	30,865	1,729,026	8.3%
2011	58,295	31,842	1,856,229	7.8%
2012	58,484	33,015	1,930,849	5.2%
2013	59,672	32,299	1,927,346	4.3%
2014	59,746	33,299	1,989,482	6.3%
2015	60,351	34,412	2,076,853	5.1%
2016	64,417	32,546	2,096,573	4.5%

Source: Population: California State Department of Finance. Unemployment Data: California Employment Development Department Income, Age, and Education Data: ESRI - Demographic Estimates are based on the last available Census. Projections are developed by incorporating all of the prior census data released to date. Demographic Data is totaled from Census Block Groups that overlap the City's boundaries 2010 and later - Income, Age and Education Data - US Census Bureau, most recent American Community Survey

City of Rocklin**Principal Employers - Top 15****Current Year and One Year Ago**

Employer	2017			2016		
	Number of Employees	Rank	Percent of Total Employment	Number of Employees	Rank	Percent of Total Employment
Sierra Joint Community College District	1,500	1	21.87%	497	5	7.76%
Rocklin Unified School District	1,242	2	18.11%	1,168	1	18.24%
Oracle America, Inc.	802	3	11.69%	800	2	12.49%
United Natural Foods, Inc. (UNFI)	503	4	7.33%	555	3	8.67%
Purple Communications, Inc.	428	5	6.24%	428	6	6.68%
United Parcel Service (UPS)	353	6	5.15%	300	9	4.68%
Educational Media Foundation (K-LOVE Radio)	325	7	4.74%	275	11	4.29%
Wal-Mart Stores, Inc.	272	8	3.97%	325	7	5.07%
Rocklin Academy Charter Schools	270	9	3.94%	299	10	4.67%
City of Rocklin	238	10	3.47%	239	13	3.73%
First Technology Federal Credit Union	211	11	3.08%			
Esurance Insurance Services, Inc.			0.00%	545	4	8.51%
William Jessup University	209	12	3.05%			
Target	180	13	2.62%	200	15	3.12%
Ace Hardware Corporation			0.00%	301	8	4.70%
Farm Credit West	165	14	2.41%			
Sonoran Roofing, Inc.	160	15	2.33%			
R.C. Willey			0.00%	273	12	4.26%
GAP Inc. Direct			0.00%	200	14	3.12%
Total	6,858			6,405		

Source: City of Rocklin

Note: Number of Employees are self-reported by Employers.



**Comprehensive Annual Financial Report
June 30, 2017**

CITY OF ROCKLIN, CALIFORNIA
APPROPRIATIONS LIMIT SCHEDULE AND
INDEPENDENT ACCOUNTANT'S REPORT

For the Year ended June 30, 2017

* * *



CHAVAN & ASSOCIATES, LLP
CERTIFIED PUBLIC ACCOUNTANTS
1475 SARATOGA AVE., SUITE 180
SAN JOSE, CA 95129

EXHIBIT B
CITY OF ROCKLIN, CALIFORNIA

APPROPRIATIONS LIMIT SCHEDULE AND
INDEPENDENT ACCOUNTANT’S REPORT

FOR THE YEAR ENDED JUNE 30, 2017

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APPROPRIATIONS LIMIT SCHEDULE	3
NOTES TO THE APPROPRIATIONS LIMIT SCHEDULE.....	4



**INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON PROCEDURES
 APPLIED TO APPROPRIATIONS LIMIT UNDER ARTICLE XIII B OF THE
 CALIFORNIA CONSTITUTION**

To the Honorable Mayor and Members of the
 City Council of the City of Rocklin
 Rocklin, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Schedule of the City of Rocklin, (the City), for the year ending June 30, 2017. These procedures, which were agreed to by the City and the League of California Cities (as presented in the publication entitled Agreed Upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution) were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. The City management is responsible for the Appropriations Limit Schedule. This agreed upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained completed worksheets used by the City to calculate its appropriation limit for the fiscal year ending June 30, 2017, and determined that the limit and annual adjustment factors were adopted by resolution of City Council. We also determined that the population and inflation options were selected by a recorded vote of the City Council.

Findings: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Schedule, we added the prior year's limit to the total adjustments and agreed the resulting amount to the current year's limit.

Findings: No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriation Limit Schedule to corresponding information in worksheets used by the City.

Finding: No exceptions were noted as result of our procedures.

4. We agreed the prior year appropriations limit in the accompanying Appropriation Limit Schedule to the corresponding information in worksheets used by the City.

Finding: No exceptions were noted as a result of our procedures.



Chavan & Associates, LLP
Certified Public Accountants

We were not engaged and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Schedule. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

C & A LLP

October 4, 2017
San Jose, California

EXHIBIT B
CITY OF ROCKLIN, CALIFORNIA

APPROPRIATIONS LIMIT SCHEDULE
 FOR THE YEAR ENDED JUNE 30, 2017

	<u>Amount</u>	<u>Source</u>
A. Appropriations limit for the year ended June 30, 2016	\$ 36,239,873	Prior Year Schedule
B. Calculation Factors:		
1. Population increase %	1.0223 ¹⁾	State Department of Finance
2. Inflation increase %	1.0537	State Department of Finance
3. Total adjustment factor %	1.0772	B1 x B2
C. Annual adjustment Increase (Rounded)	2,797,718	[(B3-1)A]
D. Other Adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Assumed responsibility (+)	-	N/A
E. Total Adjustments	2,797,718	(C+D)
F. Appropriations limit for the year ending June 30, 2017	\$ 39,037,591	(A+E)
¹⁾ Greater of population increase % for:		
City of Rocklin	1.0223	
Placer County	1.0161	

EXHIBIT B
CITY OF ROCKLIN, CALIFORNIA

NOTES TO THE APPROPRIATIONS LIMIT SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2017

1. PURPOSE OF LIMITED PROCEDURES REVIEW

Under Article XIII B of the California Constitution (the Gann Spending Limitations Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII B, the annual calculation of the appropriation limit is subject to a limited procedures review in connection with the annual audit.

2. METHOD OF CALCULATION

Under Section 10.5 of Article XIII B, for fiscal years beginning on or after July, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

3. INFLATION FACTORS

A California governmental agency may adjust its appropriations limit by either the annual percentage change in the 4th quarter per capita personal income (which percentage is supplied by the State Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City for the year 2016-17 represents the annual percentage change in the per capita personal income.

4. POPULATION FACTORS

A California governmental agency may adjust its appropriations limit by either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the county where the jurisdiction is located. The factor adopted by the City for the year 2016-17 represents the annual percentage change in population for the City.

5. OTHER ADJUSTMENTS

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustment for the year ending June 30, 2017.



AGENDA

SPECIAL MEETING MINUTES OF THE ROCKLIN CITY COUNCIL

February 12, 2018

TIME: 4:00 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us



BACK TO AGENDA

AGENDA POSTING EXCEPTIONS

THE AGENDA POSTING EXCEPTIONS IN GOVERNMENT CODE SECTION 54954.2(B)(1)-(3) DO NOT APPLY TO SPECIAL MEETINGS. IF A MATTER IS NOT LISTED, THERE CANNOT BE DISCUSSION OR ACTION TAKEN. THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO COMMENT ON ITEMS ON THIS AGENDA.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing related to an agenda item for the open session of this meeting distributed to the City Council, Public Financing Authority or Successor Agency less than 72 hours before this meeting is available for inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours. These writings will also be available for review at the council meeting in the public access binder located on the table at the back of the Council Chambers. If you have questions related to this agenda, please call 916-625-5588.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public hearing process, please contact our office at 625-5588 well in advance of the public hearing you wish to attend so that we may make every reasonable effort to accommodate you.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

INTRODUCTION

1. Meeting Called to Order at 4:00 PM
2. Roll Call

Agenda of February 12, 2018

Page 2

- A. Councilmembers: Jill Gayaldo, Greg Janda, Joe Patterson, Scott Yuill, Mayor Ken Broadway

CLOSED SESSION (Read Closed Session Items - Ask for Public Comment (5 Minute Maximum))

3. Public Employee Performance Evaluation
Pursuant to Government Code Section 54957
Title: City Manager

Mayor Broadway asked for public input. There being none, Mayor Broadway called for closed session at 4:01PM.

The closed session ended at 6:01 PM, no action to report.

ADJOURNMENT

4. Meeting Adjourned at 6:01 PM



MINUTES
REGULAR MEETINGS OF THE
ROCKLIN CITY COUNCIL,
ROCKLIN PUBLIC FINANCING AUTHORITY
AND SUCCESSOR AGENCY



BACK TO AGENDA

February 13, 2018

TIME: 5:30 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us

CLOSED SESSION (Read Closed Session Items - Ask for Public Comment)

1. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6
 Agency Representatives: Rick Horst, City Manager; Steven Rudolph, City Attorney; Kimberly Sarkovich, ACM/CFO; Michael Green, Human Resources Manager and Andy Schiltz, Principal Management Analyst, Dennis Batchelder, City Labor Negotiator
 Employee Organizations: Rocklin Police Officers' Association, Public Safety Managers

Mayor Broadway asked for public input. There being none, Mayor Broadway called for the Closed Session at 5:30 p.m.

The Closed Session ended at 5:52 p.m. with no reportable action.

INTRODUCTION

2. The Regular Meeting of the Rocklin City Council, Rocklin Public Financing Authority and Successor Agency convened at 5:30 p.m. Mayor Broadway presiding.
3. Mayor Broadway led the Pledge of Allegiance.
4. Roll Call:
 - A. Councilmembers: Jill Gayaldo, Greg Janda, Joe Patterson, Scott Yuill, Mayor Ken Broadway
 - B. City Personnel:
 - Ricky Horst, City Manager
 - Steven Rudolph, City Attorney
 - Marc Mondell, Community Development
 - Troy Holt, Community Development
 - Dave Palmer, Community Development
 - Justin Nartker, Public Services
 - Matt McClure, Public Services
 - David Mohlenbrok, Public services

Bill Hack, Fire
 Chad Butler, Police
 Jason Johnson, Central Services
 Karen Garner, Recreation
 Sarah Novo, Recreation
 Laura Webster, Community Development
 Dara Dungworth, Community Development
 Michael Young, City Manager Office
 Michael Green, Administration
 Mary Rister, Administration
 Mona Forster, Deputy City Clerk

C. Commissioners: None

There was a break from 6:00-6:04

COUNCIL REPORTS

5. Reports from Boards, Committees, and Commissions (Verbal)
 - Councilmember Yuill reported attendance at the Western Placer Waste Management Authority meeting.
 - Councilmember Gayaldo reported attendance at the Mosquito & Vector Control District Board meeting.
 - Vice Mayor Patterson reported attendance at the Placer County Air Pollution Control District meeting.
 - Councilmember Janda reported attendance at the Pioneer Energy Board meeting.
 - Mayor Broadway reported attendance at the PCTA and Placer County Flood Control meetings.

AGENDA REVIEW

6. Agenda Modifications
 - Item #19 was continued off calendar
 - Item #12 was pulled from the Consent Calendar for discussion
 - Item #20 was pulled from the Consent Calendar for discussion

CONSENT CALENDAR

7. Special City Council Meeting Minutes of January 19, 2018
8. City Council, Public Financing Authority & Successor Agency Meeting Minutes of January 23, 2018
9. Special City Council Meeting Minutes of January 24, 2018
10. Quarterly Accounts Paid Report
11. Quarterly Treasurer's Report

12. Pulled for discussion
13. Move to Approve Ordinance No. 1088 of the City Council of the City of Rocklin Repealing and Re-Enacting Chapter 1.20 of the Rocklin Municipal Code Relating to Claims
14. Resolution No. 2018-14 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Consultant Services Agreement (Bureau Veritas North America, Inc.)
15. Resolution No. 2018-15 of the City Council of the City of Rocklin Amending Exhibit F of Resolution No. 2017-155, Public Service Employees Salary Schedule
16. Resolution No. 2018-16 of the City Council of the City of Rocklin Approving the Final Map of Wildcat Subdivision (SD2014-0001) and Approving and Authorizing Execution of a Subdivision Improvement Agreement
17. Wildcat Subdivision Infrastructure Warranty Agreement and Notice of Completion
 - A. Resolution No. 2018-17 of the City Council of the City of Rocklin Approving and Authorizing Execution of an Infrastructure Warranty Agreement for Wildcat Subdivision (SD2014-0001)
 - B. Resolution No. 2018-18 of the City Council of the City of Rocklin Accepting the Public Work Known as Wildcat Subdivision (SD2014-0001), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Meritage Homes of California)
18. Winding Lane Estates Subdivision
 - A. Resolution No. 2018-19 of the City Council of the City of Rocklin Approving the Final Map of Winding Lane Estates (SD-2003-01) and Approving and Authorizing Execution of a Subdivision Improvement Agreement
 - B. Resolution No. 2018-20 of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Winding Lane Estates SD-2003-01)
19. Resolution No. 2018-21 of the City Council of the City of Rocklin Authorizing the City Manager to Execute the Agreement for the Installation of the Main Guest Services Steel Building at the Rocklin Adventure Park Site

Item No. 19 was continued off calendar.

20. Pulled for Discussion

Minutes of **February 13, 2018**

Page 4

Motion to approve Item Nos. 7-11 and 13-18 on the Consent Calendar by Councilmember Yuill, seconded by Councilmember Janda. Passed by the following vote:

Ayes: Yuill, Janda, Gayaldo, Patterson, Broadway
 Noes: None
 Absent: None
 Abstain: None

12. Annual Fire Report

Chief Hack presented the staff report.

Presentation highlighted:

- A map of EMS Calls
- Map of Fire Call Density
- Wildlife Interface Fires and Population Threat
- Total Response times

Public Input: None

Motion to approve Item No. 12 by Councilmember Yuill, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes: Yuill, Gayaldo, Janda, Patterson, Broadway
 Noes: None
 Absent: None
 Abstain: None

20. Resolution No. 2018-22 of the City Council of the City of Rocklin Authorizing the City Manager to Execute Change Order No. 10 for the Intersection, Roadway and Utility Work in Support of Various Quarry Park Projects

Justin Nartker presented the staff report.

Public Input: None

Motion to approve Item No. 10 by Councilmember Janda, seconded by Councilmember Yuill. Passed by the following vote:

Ayes: Janda, Yuill, Gayaldo, Broadway
 Noes: Patterson
 Absent: None
 Abstain: None

CITIZENS ADDRESSING THE CITY COUNCIL

21.

- Peter Hill and Jerry Mitchell presented Councilmember Janda and Mayor Broadway with a Mayor Jacket
- Caleb Clinton opposed to PG&E removing a large Oak tree on City easement adjacent to his property

PUBLIC HEARINGS

22. Whitney Ranch Phase III Subdivision

This application is a request for approval of a General Plan Amendment, a General Development Plan Amendment, a Rezone, and a Small Lot Tentative Subdivision Map to modify various land use designations and zoning, and to further subdivide five existing parcels totaling approximately 41.2 acres into 208 single-family residential lots, twelve lettered lots for landscaping, access, and utilities.

The project area is comprised of five Units within the existing Whitney Ranch Phase 1 and Phase 2 development areas specifically: Unit 1, APN 017-171-030, the northwest corner of Wildcat Blvd & Bridlewood Dr.; Unit 42, 017-177-011, the southeast corner of Painted Pony Ln. and Whitney Ranch Parkway; Units 44A & 44B, APN 017-174-045, the northeast corner of Old Ranchhouse Road & Whitney Ranch Parkway; and Unit 55C, and a portion of APN 017-182-018, northeast of the terminus of Painted Pony Lane.

Mayor Broadway opened the public hearing at 7:09 p.m.

Dara Dungworth presented the staff report.

Public Input:

David Berry, Uborra Engineering and Planning clarified the relocating of the Private Recreation facility.

Mayor Broadway closed the public hearing at 7:24 p.m.

- A. Move to continue to the next regular meeting for adoption a Resolution of the City Council of the City of Rocklin Approving a Resolution Amending the General Plan Land Use Designations for Multiple Sites in the Whitney Ranch / Sunset Ranchos Planning Area (Whitney Ranch Phase III Subdivision / GPA2017-0003)

Motion to approve Item No. 22.A. on the by Councilmember Patterson, seconded by Councilmember Yuill. Passed by the following vote:

Ayes: Patterson, Yuill, Gayaldo, Janda, Broadway
 Noes: None
 Absent: None
 Abstain: None

- B. Move to Introduce an Ordinance Approving the Twelfth Amendment to the Northwest Rocklin Annexation Area General Development Plan, Replacing and Superseding Ordinance 1060 and Retaining Ordinance 932, and Rezoning Multiple Sites in the Whitney Ranch / Sunset Ranchos Planning Area (Whitney Ranch Phase III Subdivision / PDG2017-0004 and Z2017-0005), Waive the Full Reading of the Ordinance and Continue to the Next Regular Meeting for Adoption

Motion to approve Item No. 22.B. on the by Councilmember Janda, seconded by Councilmember Yuill. Passed by the following vote:

Ayes: Janda, Yuill, Gayaldo, Patterson, Broadway
 Noes: None
 Absent: None
 Abstain: None

- C. Move to continue to the next regular meeting for adoption a Resolution of the City Council of the City of Rocklin Approving a Small Lot Tentative Subdivision Map (Whitney Ranch Phase III Small Lot Tentative Subdivision Map / SD2017-0007)

Motion to approve Item No. 22.C. on the by Councilmember Gayaldo, seconded by Councilmember Yuill. Passed by the following vote:

Ayes: Gayaldo, Yuill, Janda, Patterson, Broadway
 Noes: None
 Absent: None
 Abstain: None

RESOLUTIONS

- 23. Resolution No. 2018-23 of the City Council of the City of Rocklin Establishing an Ad Hoc Committee to Review Options Pertaining to the Tax for Park Purposes

Council Appointed Vice Mayor Patterson and Councilmember Yuill to the AD Hoc Committee.

Motion to approve Item No. 23 on the by Councilmember Patterson, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes: Patterson, Gayaldo, Janda, Yuill, Broadway
 Noes: None
 Absent: None
 Abstain: None

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

24. Continued from January 19, 2018 Strategic Planning Session

Update on Traffic Element - Progress to Date

Councilmember Gayaldo left the room at 8:00 p.m. and returned at 8:09 p.m.

Laura Webster’s presentation highlighted:

- Overview of Background – Scope of Study
- Status Update of completed items

- A. Resolution No. 2018-24 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to a Professional Services Agreement (Fehr & Peers – Circulation Element Update)

Motion to approve Item No. 24.A. on the by Councilmember Janda, seconded by Councilmember Yuill. Passed by the following vote:

Ayes:	Janda, Yuill, Gayaldo, Patterson, Broadway
Noes:	None
Absent:	None
Abstain:	None

25. Continued from January 19, 2018 Strategic Planning Session

Downtown Development Plan

Troy Holt’s presentation highlighted:

- Elements- Blight Removal, Pacific Corridor Development, “Main street”, Railroad Corridor Enhancement
- Upcoming Projects
- Opportunities and Goals- Attract Visitors, Increased Job Creation, Beautification, Increased Revenue, reuse of underutilized properties

26. City Manager Report- written report submitted

FUTURE AGENDA ITEMS

FUTURE STRATEGIC PLANNING ITEMS

PUBLIC FINANCING AUTHORITY

27. No Action Required

Minutes of **February 13, 2018**

Page 8

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

28. No Action Required

ADJOURNMENT

29. Meeting Adjourned at 8:37 p.m.

Kenneth Broadway, Mayor

Mona Forster, Deputy City Clerk



AGENDA

SPECIAL MEETING MINUTES OF THE ROCKLIN CITY COUNCIL

February 13, 2018

TIME: 5:30 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us



BACK TO AGENDA

AGENDA POSTING EXCEPTIONS

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Any writing related to an agenda item for the open session of this meeting distributed to the City Council, Public Financing Authority or Successor Agency less than 72 hours before this meeting is available for inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours. These writings will also be available for review at the council meeting in the public access binder located on the table at the back of the Council Chambers. If you have questions related to this agenda, please call 916-625-5588.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public hearing process, please contact our office at 625-5588 well in advance of the public hearing you wish to attend so that we may make every reasonable effort to accommodate you.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

INTRODUCTION

1. Meeting Called to Order at 5:30
2. Roll Call

Agenda of [DATE]

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- A. Councilmembers: Jill Gayaldo, Greg Janda, Joe Patterson, Scott Yuill, Mayor Ken Broadway

CLOSED SESSION (Read Closed Session Items - Ask for Public Comment (5 Minute Maximum))

- 3. Conference with Legal Council
Existing Litigation Pursuant to Government Code Section 54956.9.
Name of Case: Pereira v. City of Rocklin, et al., Placer Superior Court Case No.: S CV
0036594

ADJOURNMENT

- 4. Meeting Adjourned at 5:52 PM



City Council Report

STAFF REPORT



BACK TO AGENDA

Subject: Whitney Ranch Phase III Subdivision (Units 1, 42 & 44A, 44B, and 55C)

General Plan Amendment – GPA2017-0003

General Development Plan Amendment – PDG2017-0004

Rezone – Z2017-0005

Small Lot Tentative Subdivision Map – SD2017-0007

Date: February 27, 2018

Submitted by: Marc Mondell, Economic and Community Development Director
 Bret Finning, Manager Planning Services
 Dara Dungworth, Senior Planner

Department: Economic and Community Development Department

Reso. Nos.:

Recommendation

The proposed project was introduced at the regular City Council meeting on February 13, 2018.

Move to adopt a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A RESOLUTION AMENDING THE GENERAL PLAN LAND USE DESIGNATIONS FOR MULTIPLE SITES IN THE WHITNEY RANCH / SUNSET RANCHOS PLANNING AREA (Whitney Ranch Phase III Subdivision / GPA2017-0003)

Move to adopt an ORDINANCE APPROVING THE TWELFTH AMENDMENT TO THE NORTH WEST ROCKLIN ANNEXATION AREA GENERAL DEVELOPMENT PLAN, REPLACING AND SUPERSEDING ORDINANCE 1060 AND RETAINING ORDINANCE 932, AND REZONING MULTIPLE SITES IN THE WHITNEY RANCH / SUNSET RANCHOS PLANNING AREA (Whitney Ranch Phase III Subdivision / PDG2017-0004 and Z2017-0005)

Move to adopt a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A SMALL LOT TENTATIVE SUBDIVISION MAP (Whitney Ranch Phase III Subdivision / SD2017-0007)

Proposal/Application Request

This application is a request for approval of a General Plan Amendment, a General Development Plan Amendment, a Rezone, and a Small Lot Tentative Subdivision Map to subdivide five existing parcels totaling approximately 41.2 acres into 208 single-family residential lots, fifteen lettered right-of-way landscape lots to be dedicated to the City, one

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Whitney Ranch Phase III Subdivision
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utility/emergency access/landscape lot to be dedicated to the City (Lot C, Unit 1A), and one lettered landscape lot to be maintained by a homeowners association (HOA) (Lot G, Unit 44B).

Summary of Planning Commission Hearing and Action

On October 17, 2017, the Planning Commission held a public hearing regarding the proposed Whitney Ranch Phase III Subdivision. Staff presented an overview of the project and recommended approval to the Planning Commission which was followed by a presentation from the applicant. The Planning Commission had several questions for staff regarding the existing Whitney Ranch development agreement and the reasoning behind the land use and zoning changes. The Planning Commission had no questions for the applicant. The public hearing was opened with no one from the public speaking.

During deliberation, the Planning Commission discussed Regional Housing Needs Allocation (RHNA) numbers and the timing for the next cycle of the Housing Element Update.

Two blue memos were published for this item. The first memo recommended removing two standard conditions of approval that staff and the applicant determined should be deleted from the tentative subdivision map resolution. The draft resolution reflects the following revisions:

- Draft Condition 9 relative to a Landscape Maintenance Agreement was inadvertently left in the draft resolution; it is inconsistent with prior approvals of Whitney Ranch and it is inconsistent with Condition 7.3.a.4. in the draft resolution. Condition 9 was deleted and the conditions after it were renumbered accordingly.
- Draft Condition 13 relative to Community Park Fees was deleted and the conditions after it were renumbered accordingly. The developer has fulfilled its obligations and duties for construction and development of the Whitney Ranch Community Park as set forth in section 5.17 of the fifth amendment to the Development Agreement (Ordinance 996).

The second blue memo provided correspondence from the public received after the packet published. The two pieces of public correspondence received from one citizen are provided as Attachment 1.

The Planning Commission voted 4-0 (one Commissioner absent) to recommend that the City Council approve the proposed project, including the condition revisions outlined in the Blue Memo and a correction to Condition B.7.f. to include Lot F.

An excerpt of the approved Planning Commission minutes for the meeting is provided as Attachment 2.

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 Whitney Ranch Phase III Subdivision
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Ownership/Location

The owner is Sunset Ranchos Investors, LLC; the applicant is Uhora Engineering & Planning.

The subject site is comprised of five Units within the existing Whitney Ranch Phase 1 and Phase 2 development areas including Units 1, 42, 44A, 44B and 55C. APNs 017-171-030, 017-177-011, 017-174-045, and a portion of 017-182-018. See pink shaded areas in **Figure 1 – Location Map**.

Figure 1 – Location Map



Background and Site Characteristics

Whitney Ranch Phase III is an infill phase of Whitney Ranch to create residential subdivisions on five remaining large lots within Phase I and Phase II and make related land use designation and zoning modifications. The original zoning was established in July, 2002 by Ordinance 858 that pre-zoned the Northwest Rocklin Annexation Area (PDG-99-02). The large lot map for Whitney Ranch Phase I, processed as Liberty Hill, was approved by Resolution 2004-68 (SD-2003-02). Subsequently, revisions were approved as part of Whitney Ranch Phase II that included the current large lot parcels (SD-2006-06) and zoning (PDG-99-02E) approved in September, 2008 by Resolution 2008-254 and Ordinance 941. Since then, there have been a number of subsequent amendments to the Northwest Rocklin General Development Plan, the most recent being Ordinance 1060 approved in November 2016, which amended the Trip Caps for the Plan area.

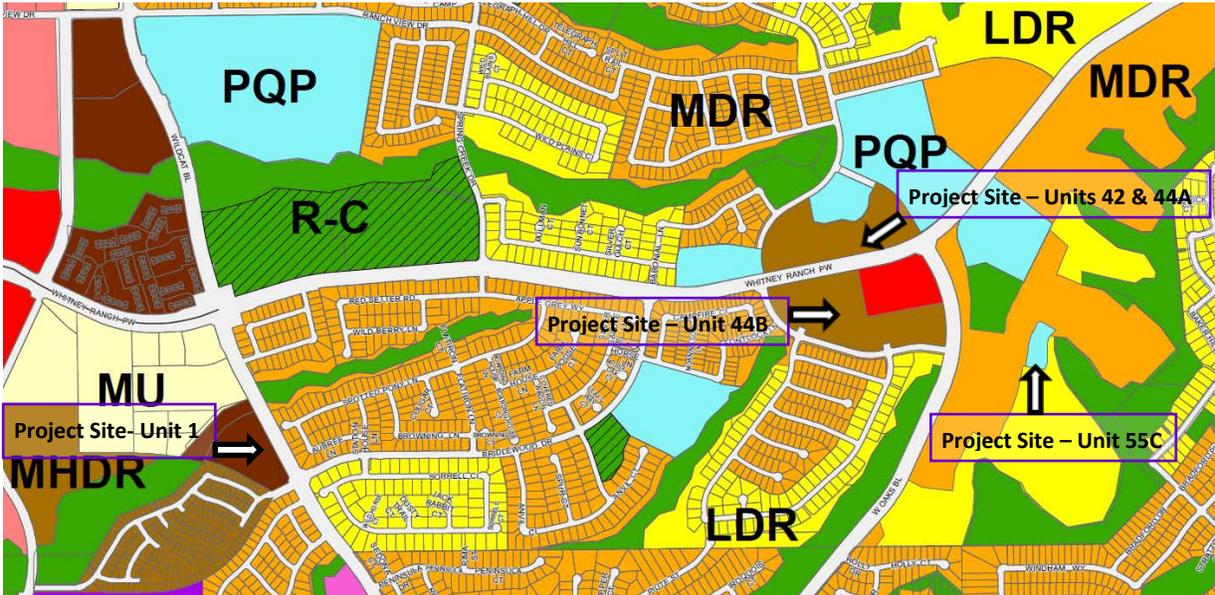
The five Units that comprise the project site have been mostly vacant for decades having once been part of the Joel Parker Whitney ranch in the late 1800's and early 1900's. The project sites support native and non-native grasses on rolling terrain. Generally, the Units slope to the west and south into the existing drainage areas that are tributary to Pleasant Grove Creek.

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The Units are generally adjacent to existing and future single-family neighborhoods in Northwest Rocklin (Spring Valley) and Whitney Ranch (Units 25, 28, 41, 45, 52, 56, 55AB, and 57), and to open space parcels.

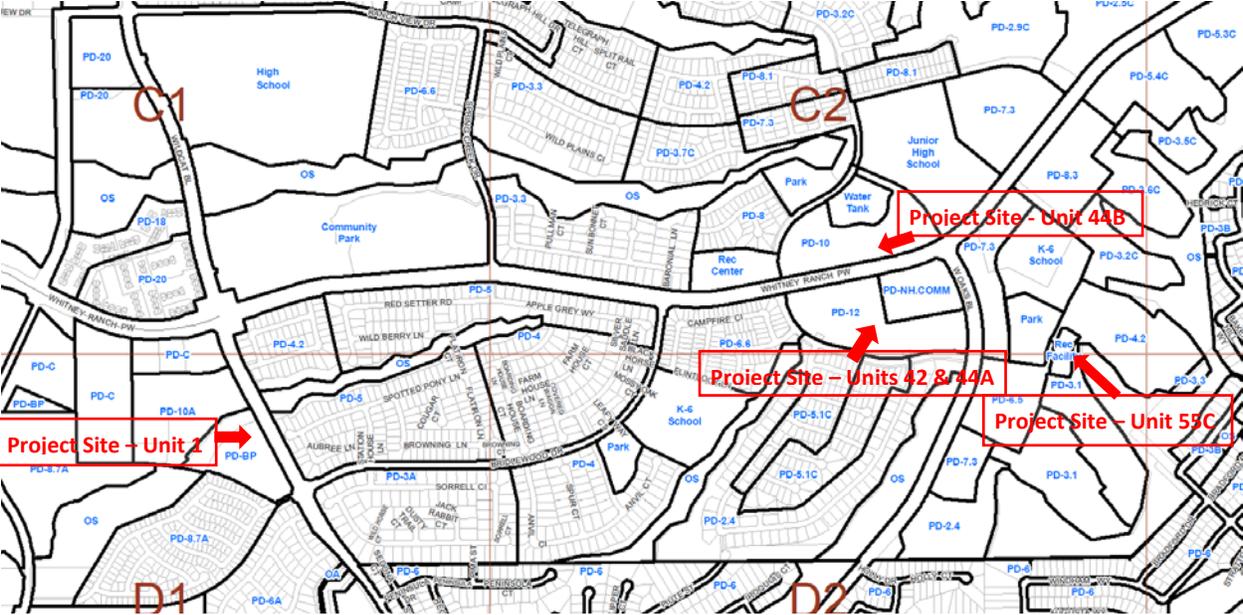
Figures 2 and 3 provide existing General Plan designations and Zoning for the subject sites and surrounding properties.

Figure 2 – General Plan Map Excerpt



Land Use Designation	
Professional Office	High Density Residential
Business Professional/Commercial	Medium-High Density Residential
Bus. Prof./Comm./Light Industrial	Medium Density Residential
Heavy Industrial	Low Density Residential
Light Industrial	Rural Residential
Retail Commercial	Recreation/Conservation
Service Commercial	Park
Mixed Use	Downtown Plan Area
Public/Quasi-Public	Future School Site
----- Planned GP Road, Precise Location to be Determined	

Figure 3 – Zoning Map Excerpt



Zone Districts	
<u>RESIDENTIAL PLANNED DEVELOPMENT ZONES</u>	
Density (dwelling units per acre) indicated by numerals in the zone name.	
EXAMPLE PD—1.6 is Planned Development 1.6 units per acre	
<u>NON-RESIDENTIAL ZONES</u>	
PD-BP	Planned Development Business Professional
PD-C	Planned Development Commercial
PD-NH.COMM	Planned Development Neighborhood Commercial
OS	Open Space

General Plan Amendment, General Development Plan Amendment and Rezone

The project requests a General Plan Amendment, General Development Plan Amendment, and Rezone for each of the five Units to allow their proposed subdivision into single family residential lots, landscape parcels and an open space parcel. See **Table 1** for the existing and proposed changes in land use designations for the five Units.

Table 1 – Existing and Proposed General Plan Designations and Zoning

DEV. UNIT	GENERAL PLAN		ZONING	
	Existing	Proposed	Existing	Proposed
1A	HDR	MHDR	PD-BP/HDR*	PD-12
1B		R-C		OPEN SPACE
42	MHDR	MDR	PD-12	PD-5.1C
44A	RC	MDR	PD-Nh C	PD-5.1C
44B	MHDR	MDR	PD-10	PD-8
55C	PQP	MDR	REC. FAC.	PD-5

* Unit 1 GDP Zoning designation PD-BP. General Plan Update changed land use designation to HDR.

The following summarizes by Unit the current land uses, proposed land use changes, and provides the approximate acreage:

- Unit 1A conversion of the site of the existing Whitney Ranch information center designated for High Density Residential to Medium High Density Residential and PD-12 (6.2 acres)
- Unit 1B conversion of the existing City-owned drainage Basin 23 designated for High Density Residential to Recreation Conservation and Open Space (2.1 acres)
- Unit 42 conversion of vacant site designated for Medium High Density Residential to Medium Density Residential and PD-5.1C (42 and 44A total of 20.5 acres)
- Unit 44A conversion of a vacant site designated for Neighborhood Commercial to Medium Density Residential and PD-5.1C (42 and 44A total of 20.5 acres)
- Unit 44B conversion of a vacant site designated for Medium High Density Residential to Medium Density Residential and PD-8 (12.3 acres)
- Unit 55C conversion of a vacant site designated Public/Quasi Public (originally intended to be developed for a small private recreation facility) to Medium Density Residential and PD-5 (2.2 acres)

The proposed land use changes for the six Units will result in the following changes to existing land use designations in terms of acreage:

- Increase of approximately 2.1 acres of Recreation Conservation designated/Open Space zoned land (Unit 1B)
- Conversion of approximately 6 acres of High Density Residential designated/Business Professional zoned land to Single Family Residential (Unit 1A) (see further discussion below for Unit 1’s land uses)
- Conversion of approximately 6 acres of Retail Commercial designated/Neighborhood Commercial zoned land (Unit 44A) to Single Family Residential

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- Conversion of approximately 2.2 acres of Public/Quasi Public designated/Private Recreation Facility zoned land (Unit 55C) to Single Family Residential
- Conversion of approximately 27 acres of Residentially designated land to lower densities (Units 42 and 44B)

General Plan Amendment

The applicant has proposed several land use designations changes that are within the scope of the original Whitney Ranch approvals (Phases I and II). Staff has reviewed the requested land use changes and analyzed them against the goals and policies in the General Plan and finds the requested changes to be consistent with the General Plan.

Whitney Ranch/Sunset Ranchos Units 1, 42, and 44B are currently identified in the City's 2013-2021 Housing Element at a density which could theoretically provide opportunities for Moderate Income housing.

Rocklin's Regional Housing Needs Allocation (RHNA) for the Moderate Income category is 709 units. Although the median income for Placer County is relatively high, the proposed development densities may not result in homes that are affordable to the Moderate Income category.

If approved, the re-designation of Whitney Ranch/Sunset Ranchos Units 1, 42 and 44B to lesser densities will reduce the City's current inventory of potential sites available for the Moderate Income category. However, the remaining inventory of potential sites identified in the Housing Element Available Sites Table would still provide for up to 771 units, leaving a surplus of 62 units more than the minimum number of units required to be accommodated.

The City will continue to monitor its inventory of available sites as future development projects come forward to ensure that the goals of the Housing Element and our Inventory of Available Sites remain in compliance.

This request is the first General Plan Amendment that has been brought to Council for consideration in 2018.

General Development Plan Amendment/Rezone

The City's General Plan Update in 2012 (Reso. 2012-171) modified the land use designation of Unit 1 from Business Professional (BP) to High Density Residential (HDR). The zoning of the site was not changed to reflect the updated General Plan designation however, the City did pass a companion consistency ordinance (Ord. No. 988) to provide review procedures for these conditions with the anticipation of amending the zoning to be consistent with the General Plan designation in the future or as part of entitlements for proposed projects.

The requested General Development Plan Amendment and Rezone would change the land use designations for the project sites to reduce the maximum possible dwelling units (du) from 480 du to 283 du, a net total reduction of 197 du based as indicated on Table 1 above.

A Traffic Capacity Comparison Analysis for the proposed Whitney Ranch Phase III entitlements is included as **Attachment 1**. The analysis uses the trip generation rates assigned in the General Development Plan for both the existing land uses and the land uses proposed in this amendment. The proposed conversion of the business professional and commercial land uses to residential land uses together with the other proposed amendments results in a net reduction in Average Daily Trips of approximately 4,600 ADT.

The proposed General Development Plan Amendment and Zoning are consistent with the proposed General Plan Amendment.

Tentative Subdivision Map

Subdivision Design - General

The proposed Tentative Subdivision Map will subdivide approximately 41.2 gross acres into 208 single-family residential lots, various lettered landscape lots to be dedicated to the City, and one landscape lot, Lot G in Unit 44B, which will be retained by the HOA is summarized in **Table 2** below.

Table 2 – Unit Acreage and Lot Summary

W.R. Phase 3 Tentative Map Summary			
W.R. Unit #	APN	Area (Acres)	Proposed # of Lots
1	017-171-030	6.2	51
42 44A	017-177-011	20.5	97
44B	017-174-045	12.3	55
55C	017-182-018	2.2	5
Totals		41.2	208

The streets within these subdivisions are proposed to be public and are designed to the City’s 46-foot and 42-foot standard residential street sections. The 46-foot street section provides for parking, rolled curbs, gutters, and sidewalks on both sides of the street. Cul-de-sacs and some short street segments that terminate, meet the City’s 42-foot standard residential street section with rolled curb, gutter, and sidewalk on one side and vertical curb on the other; parking would only be allowed on one side of these streets. In Unit 1A 24-foot wide private alleys, owned by the HOA, would provide access to some lots.

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The project is obligated to construct all on-site streets and improvements and to install sewer, water, and other infrastructure as required by the City and the applicable utilities to provide service to the project.

Units 42 and 44A, as well as Unit 44B are designed with three points of entry. The entries are flanked by existing City-owned landscape lots or by landscape lots to be dedicated to the City. Unit 1 has one point of entry and emergency access through Lot C, the landscape, open space, and utility easement lot to be dedicated to the City. The lots in Unit 55C front directly on Lazy Trail Drive, which is expected to be constructed either with Unit 57 or Unit 55C, depending on the construction timing of these two Units.

Grading and Drainage / Stormwater Quality

The project's grading is designed to balance the amount of cut and fill within each Unit. Internal retaining walls are used throughout the project site to retain slopes where needed.

The project site is within the Pleasant Grove Creek watershed. Drainage and detention for Whitney Ranch was master planned and has been implemented with earlier phases of development. The proposed storm drainage system has been designed and/or conditioned to meet the City of Rocklin Storm Water Quality standards and the City's NPDES Phase II State Water Resources Control Board General permit. Effective air quality and sediment and erosion control measures are required to be implemented and maintained during construction.

Masonry Walls and Fencing

The following wall and fence types, consistent with the earlier phases of Whitney Ranch, are proposed and/or conditioned to be used at various locations throughout the project:

- Six-foot tall "Proto II" masonry wall with decorative cap and stone veneer pilasters to be spaced no greater than 80 feet on center (at project entries)
- Six-foot tall "Proto II" masonry wall with decorative cap and pilasters to be spaced no greater than 80 feet on center (along the major arterial roads)
- Six-foot tall open space metal fence (at rear and side yards abutting open space areas)
- Six-foot tall "50-50" fence (half masonry half tubular steel) on certain lots
- Post and cable fence to delineate Open Space lot boundaries

The wall and fence designs and their locations within the project area are provided on the Preliminary Fence Plans for each of the Units as shown in Exhibit A.

Landscaping

The project frontages and entry landscape lots for each of the Units will consist of a combination of decorative masonry walls and landscaping including street shade trees, accent trees, shrubs, and groundcover consistent with the Whitney Ranch streetscape design standards.

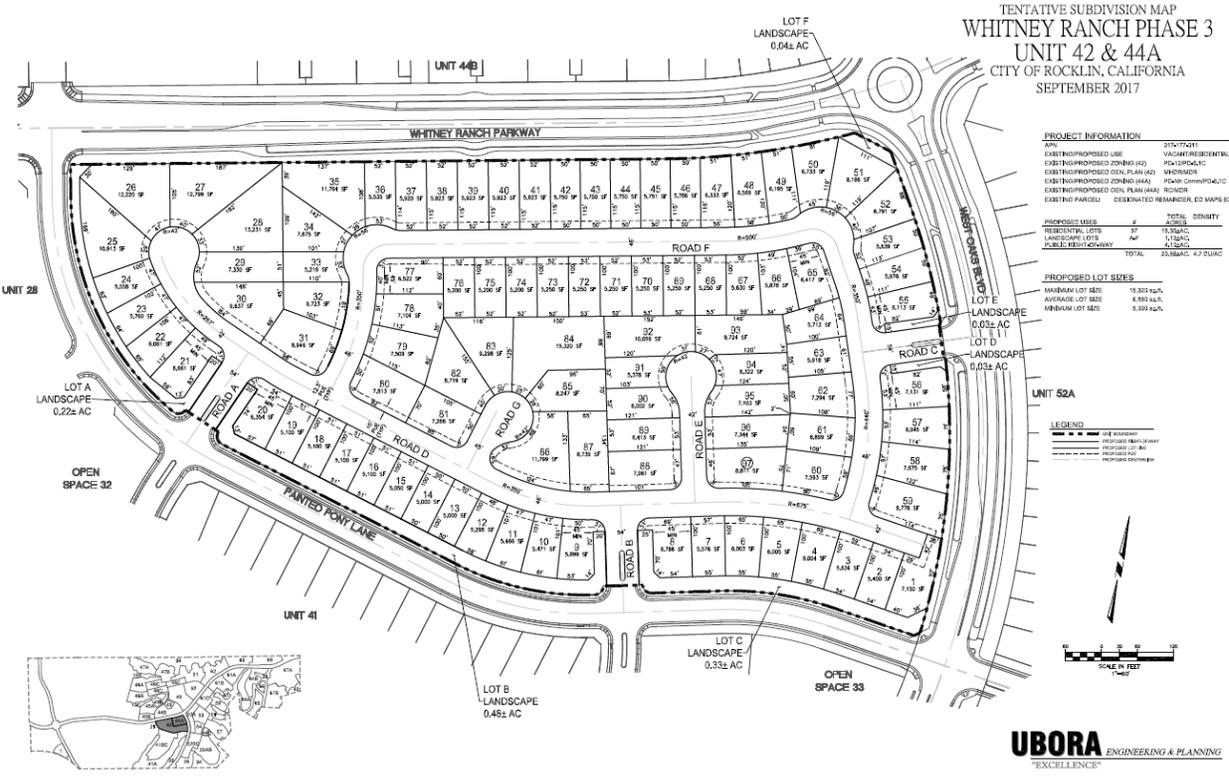
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Subdivision Design

Unit 1A is proposed as a small lot, alley-loaded single family subdivision with 51 lots. Proposed lot sizes are similar to those in adjacent Spring Valley, whose average lot size is 3,088. Road A will be public, with one access point on Bridlewood Drive, eleven 24-foot wide alleys provide access to a number of the lots and will be privately, owned and maintained by a homeowners association. The alleys are conditioned to be marked with "Fire Lane – No Parking" to the satisfaction of the Fire Chief. There are two lettered landscape entry/right-of-way lots (A and B) that will be dedicated to the City. Lot C, adjacent to Unit 1B, is an Open Space and utility easement lot that will be dedicated to the City and provides emergency access to the Unit via an existing SPMUD access road. Similar to the adjacent Spring Valley subdivision Lot C and the SPMUD access road through it will be improved with fencing, landscaping and a connecting path to create a pedestrian amenity.

Units 42 and 44A

Figure 5 – Units 42 & 44A



Existing Conditions

Units 42 and 44A form the southwest quadrant of the Whitney Ranch Parkway and (future) West Oaks Boulevard intersection and are bordered on the south by Painted Pony Lane. Unit 44A is currently designated Neighborhood Commercial.

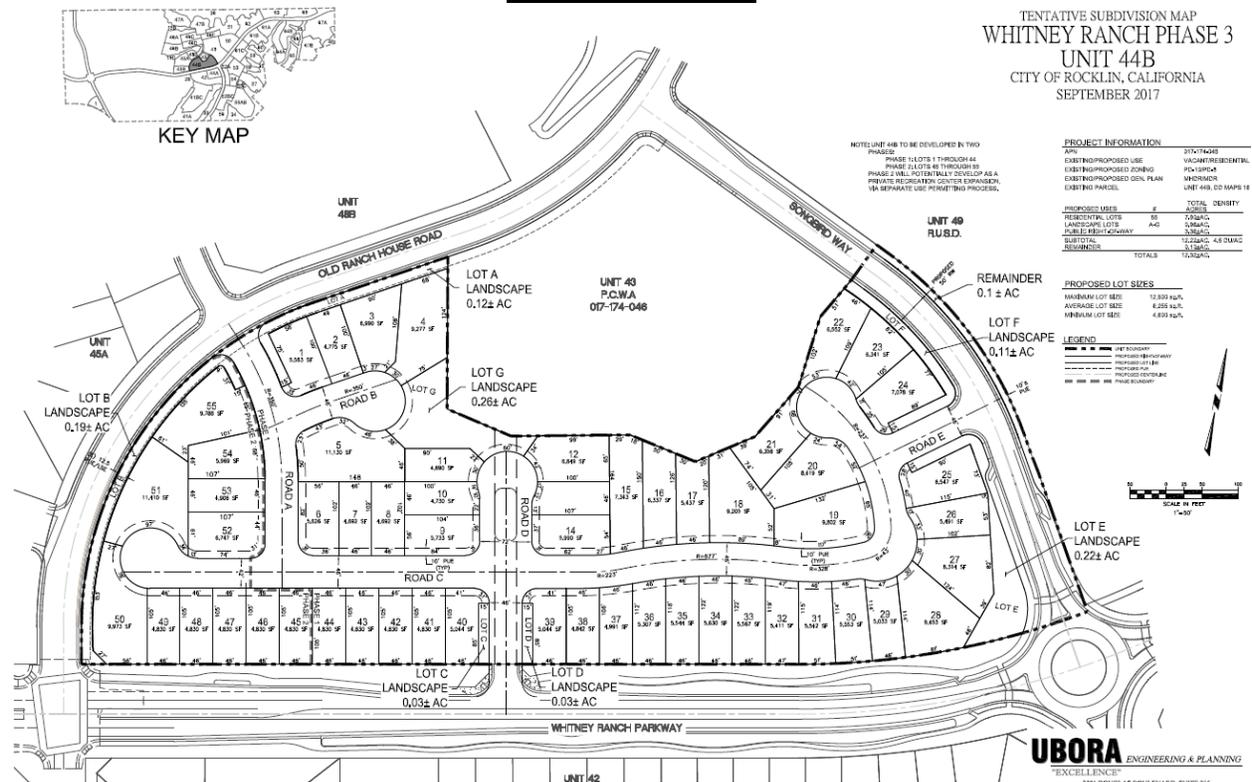
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Subdivision Design

Units 42 and 44A are proposed to be developed into 97 residential lots comparable in size to adjoining Unit 41, south of Painted Pony Lane. Streets will be public. Two vehicular access points on Painted Pony Lane are proposed at existing curb returns constructed when Painted Pony Lane was built. A third vehicular access point is proposed on West Oaks Boulevard. No vehicular access is proposed on Whitney Ranch Parkway. There are four lettered landscape entry/right-of-way lots (Lots A – D) that will be dedicated to the City.

Unit 44B

Figure 6 – Unit 44B



Existing Conditions

Unit 44B is situated south of Unit 43, the site of a future Placer County Water Agency tank facility, and is bordered by Old Ranch House Road on the west, Songbird Way on the east, and Whitney Ranch Parkway on the south. To the east, Unit 49 is owned by the Rocklin Unified School District and identified as a junior high school site. A portion of 44B has been identified as a possible future expansion of the existing private recreation facility (Whitney Ranch House) located across Old Ranch House Road.

Subdivision Design

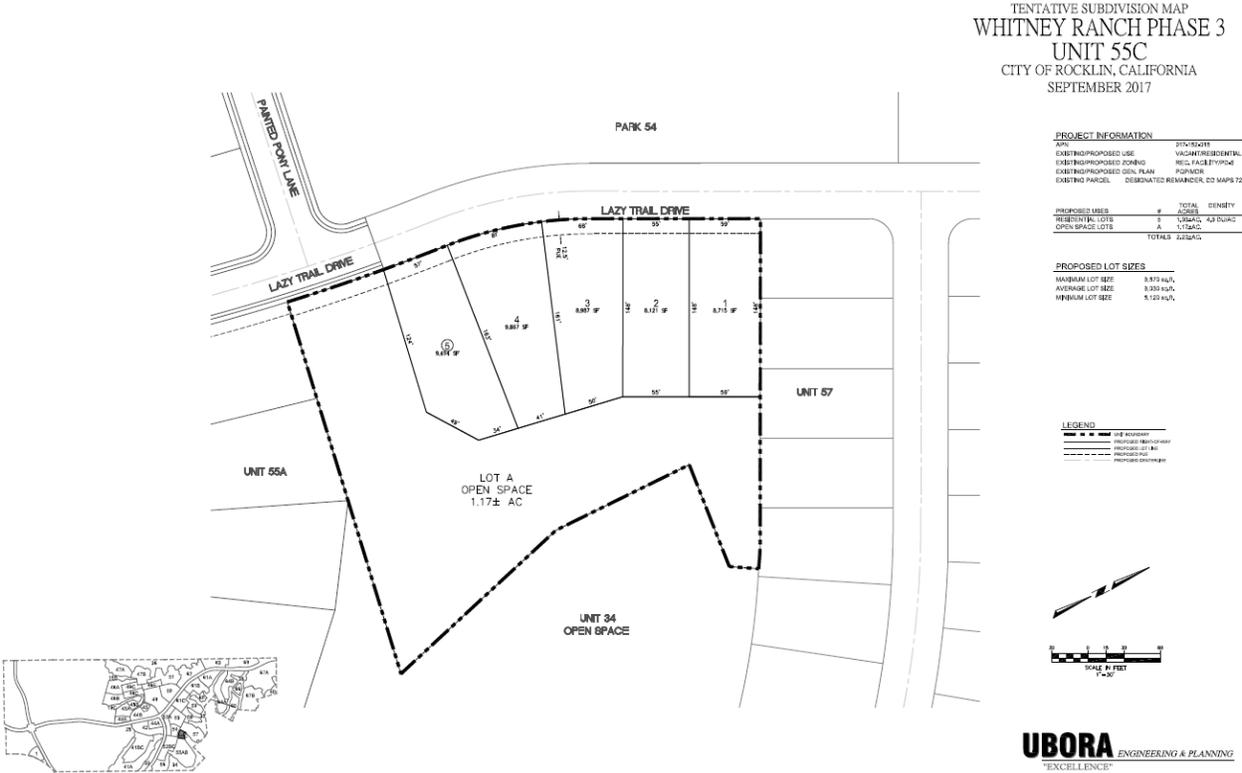
All roadways are proposed to be public. A vehicular access point is proposed on each of the roads, Old Ranch House Road, Songbird Way, and Whitney Ranch Parkway. An existing 30-foot

wide Placer County Water Agency waterline easement traverses the site in a north-south direction. The tentative map design incorporates this easement within a proposed roadway and landscape median. Proposed Lot G will be owned and maintained by the Whitney Ranch HOA. There are six lettered landscape entry/right-of-way lots (Lots A – F) that will be dedicated to the City.

Unit 44B is proposed to be developed in two phases. Phase One will include Lots #1 through #44 and Phase Two will include Lots #45 through #55. Phase Two is located and configured with the intent that it could serve as an expansion of the existing private recreation facility should the Whitney Ranch developer decide to pursue such an expansion in the future. Private recreation facilities are conditionally permitted uses within residential districts so a subsequent Use Permit, as well as a Design Review, would be required if the recreation facility is subsequently proposed rather than the construction of Phase Two single family homes.

Unit 55C

Figure 7 – Unit 55C



Existing Conditions

Unit 55A is located along the future extension of Lazy Trail Drive near the intersection of Lazy Trail Drive and Painted Pony Lane, across from Unit 54, a designated Park site. With Whitney Ranch Phase II, Unit 55A was identified as a site for a future private recreation facility. The Whitney Ranch developer has since determined that developing a new private recreation

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facility at this location is no longer desirable. They believe from an efficiency and functionality standpoint additional private recreation amenities, if needed, would be better suited near the existing private recreation facility located on Old Ranch House Road.

Subdivision Design

Unit 55C proposes to develop 5 residential lots of similar size as those in adjacent Units 55A and 57 and to dedicate approximately 1.1 acres of additional open space (Lot A) to the City, including an approximately 85-foot wide buffer adjacent to Unit 55A, that is contiguous with existing Open Space Unit 34.

Environmental Determination

In 2002, an Environmental Impact Report (EIR) for the Northwest Rocklin Annexation (Sunset Ranchos) project was approved per City Council Resolution 2002-230. Subsequently, an Addendum to the Northwest Rocklin Annexation EIR was approved in 2008 per City Council Resolution 2008-252. Project specific analysis was conducted and potential impacts of the Northwest Rocklin Annexation project were identified in the EIR and Addendum documents. Section 15162 of the California Environmental Quality Act (CEQA) Guidelines contains the provisions for relying on previously adopted environmental impact reports. Pursuant to Section 15162, it has been determined that the EIR and Addendum that were adopted for the Northwest Rocklin Annexation project took into consideration the anticipated potential environmental impacts associated with the proposed Whitney Ranch Phase III project and that no additional environmental documentation is necessary. This determination has been made because according to Section 15162, when an environmental impact report has been adopted for a project, no subsequent environmental document shall be prepared unless substantial changes to the project or to the circumstances under which the project is undertaken, or new information of substantial importance results in the identification of a new impact or an increase in the severity of a previously identified significant impact. The proposed Whitney Ranch Phase III project proposes 208 dwelling units and the proposed General Plan / Zoning would allow for a maximum 283 dwelling units, while previous zoning for the Northwest Rocklin Annexation Area anticipated and analyzed a maximum allowable 480 dwelling units for the same project areas. The analysis conducted to determine if further environmental review would be necessary has resulted in the determination that the Whitney Ranch Phase III project is still within the scope of the previously approved Northwest Rocklin Annexation project EIR and associated Addendum and does not result in any new significant impacts nor does it result in an increase in the severity of a previously identified significant impact, and no further environmental review is necessary. See Attachment 2 for further discussion.

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Attachments

- Attachment 1 – Correspondence from Erick Carlson
- Attachment 2 – Excerpt from approved Planning Commission minutes of August 17, 2017
- Attachment 3 – Traffic Capacity Comparison Analysis for Whitney Ranch Phase III
- Attachment 4 – Whitney Ranch Phase III – 15162 Analysis

Prepared by Dara Dungworth, Senior Planner

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From: [Erick Carlson](#)
To: [Dara Dungworth](#)
Subject: RE: City of Rocklin case number 31235 - Whitney Ranch P3
Date: Wednesday, September 06, 2017 10:59:01 AM

Dara,

I am checking in to see how the processing of the Whitney Ranch Phase 3 is progressing. I have general concern regarding density averaging shown by the application exhibits yielding less open space and generally more of the same small lot single family lots. Upon reading through the Land Use component of the GP, I keep coming across goals encouraging a variety of densities and housing types. This includes higher density in close proximity to major streets and commercial and public facilities. The original submittal and subsequent subdivision map seemed to be in line with these goals. I would submit that the current submission seems to throw these goals to the wayside in lieu of current market pressure for more buildable lots.

The loss of open space near Pernu park for the addition of a few more lots is also disturbing to myself as a resident. This would yield a nice passive recreation opportunity and is adjacent to open space (also consistent with GP goals). More houses in this location also impacts the visual corridor to the West.

The loss of Neighborhood Commercial also is a loss to the neighborhood in my opinion. A small commercial component would be beneficial near higher density residential. This would also be a social benefit to the neighborhood a huge convenience.

I just wanted to throw in my 2 cents worth as a resident of Whitney Ranch. Thank you for your time and I appreciate you having added me to the mailing list for this project.

Sincerely,

Erick Carlson
916-504-0104

----- Original message -----

From: Dara Dungworth <Dara.Dungworth@rocklin.ca.us>
Date: 06/19/2017 5:05 PM (GMT-08:00)
To: "erickryncarlson@gmail.com" <erickryncarlson@gmail.com>
Cc:
Subject: RE: City of Rocklin case number 31235 - Whitney Ranch P3

Erick,

Since we have just begun processing this application, we have not analyzed the requested land use changes.

It is very early in the process, but from the Project Information page, you can see we have tentatively determined that we will need to prepare a Mitigated Negative Declaration. Once you've had a chance to review the application materials and the attached extensive project description document, please let me know the nature of your questions and concerns. I would be pleased to meet or continue our email conversation.

Cordially,

Dara



Dara Dungworth | Senior Planner
Planning Division | City of Rocklin
3970 Rocklin Road | Rocklin, CA 95677
dara.dungworth@rocklin.ca.us | (916) 625-5163 | www.rocklin.ca.us

City Hall Hours: 8 am – 4 pm (Monday – Thursday); 8 am – 12 pm (Friday)



Think of trees before you print, please.

From: Erick Carlson [<mailto:erickryncarlson@gmail.com>]
Sent: Monday, June 19, 2017 10:24 AM
To: Planner of the Day
Subject: RE: City of Rocklin case number 31235

Dara,

Thank you for adding me to the mailing list. I have already read through the application and had some concern over the adjustment in neighborhood park space and the lack of neighborhood commercial. I also had questions regarding the elimination of the private recreation facility in lieu of 5 lots. Am I correct to assume this will require an EIR?

Thank you for your time.

Sincerely,

Erick Carlson

----- Original message -----

From: Planner Of The Day <donotreply@rocklin.ca.us>

Date:06/19/2017 8:44 AM (GMT-08:00)

To: erickryncarlson@gmail.com

Cc: Dara.Dungworth@rocklin.ca.us

Subject: RE: City of Rocklin case number 31235

Dear Erick,

Thank you for contacting the City. We are in the initial stage of the review process for the Whitney Ranch Phase 3 project. We received it last month and it has been referred to outside agencies for their review and comment. You may access the initial application materials on Planning's Current Applications page: <http://www.rocklin.ca.us/current-applications>.

A hearing will be scheduled sometime in the future once the application has been reviewed and deemed complete and ready to move forward to Planning Commission and on to Council for their actions.

I will add you to the noticing list so you will receive mailed notices of the hearings. You may also check the City's Agendas and Minutes page and find notices in the Placer Herald.

If you have any questions about the project as we proceed, I encourage you to contact me directly.

Thank you again for contacting us. Cordially,

Dara Dungworth

Senior Planner

916-625-5163

dara.dungworth@rocklin.ca.us

Use this link to add notes to the case:

<https://clients.comcate.com/myfeedbackView.php?view=1226690&id=47>

Original Request

I would like to be contacted with information and hearing date for Whitney Ranch Phase 3. I have some concern over the proposed General Plan Amendment and rezoning as well as loss of open space and neighborhood commercial. Thank you

October 17, 2017

City of Rocklin Planning Commission
3970 Rocklin Road
Rocklin, CA 95677

Re: WHITNEY RANCH PHASE III SUBDIVISION

Dear Staff,

I appreciate having the opportunity to review the submittal packet for tonight's Planning Commission meeting, but will be unable to attend. In my absence, I would like to make a few of my thoughts expressed to the Commission. While I do applaud the developers' willingness to leave the park site alone as originally designed and approved, I do have concern over the lack of variety of densities and product type and the omission of the neighborhood commercial and a second recreation facility.

My opinion is that a central hub of neighborhood commercial, schools, recreation facilities and higher density residential makes a lot of sense clustered together at a central location in the development. My concern is that the developer proposes more of the same small, medium density lots, and our community will lose any variety of building types and land uses as encouraged by the General Plan.

Neighborhood Commercial: I think I am not alone in the desire for a neighborhood commercial element in the Whitney Ranch development as originally proposed when we purchased our homes. The General Plan supports the clustering of higher density residential and commercial facilities located near arterial or more major streets. This element also promotes social interaction and the central location allows access to pedestrians and bicycles as encouraged in the General Plan.

Medium Density Housing: It is my opinion that the PD-12 (lot 48) and PD-10 (lot 42) designations adjacent to the neighborhood commercial and in close proximity to schools and recreation facilities seem to much better meet the goals of the General Plan Land Use elements (LU 2, 11, 13, 20 & 22). It would seem appropriate that the common drive single family product type as proposed for Lot 1A would provide single family housing at both the density requested by the General Plan and current zoning and adequately provide a mid-level priced single family option for residents in the neighborhood. This housing would also be within walking distance of existing and proposed schools, a commercial element such as a corner store and recreation facilities.

Private Recreation Facility: I feel a second smaller recreation facility located in a second location would be advantageous to the residents of Whitney Ranch as it provides greater access to residents near the

originally proposed location as it would be within walking distance to future phases to the Eastern side of the development.

I thank staff for considering these opinions and look forward to seeing staff review and minutes from tonight's commission meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'ERICK CARLSON', with a stylized flourish at the end.

Erick R. Carlson
916-504-0104

EXCERPT

**CITY OF ROCKLIN
MINUTES OF THE
PLANNING COMMISSION MEETING**

**October 17, 2017
Rocklin Council Chambers
Rocklin Administration Building
3970 Rocklin Road
(www.rocklin.ca.us)**

- 1. Meeting Called to Order at 6:30 p.m.**
- 2. Pledge of Allegiance was led by Commissioner Sloan.**
- 3. Roll Call**

Chairman Martinez
Commissioner McKenzie
Commissioner Sloan
Vice Chairman Whitmore - *Excused*
Commissioner Vass

Others Present:

DeeAnne Gillick, Assistant City Attorney
Bret Finning, Planning Services Manager
Dara Dungworth, Senior Planner
Nate Anderson, Senior Planner
Laura Webster, Director of Long Range Planning
David Mohlenbrok, Deputy Director, Public Services
Dave Palmer, City Engineer
Terry Stemple, Planning Commission Secretary

About 15 others

- 4. Minutes –**
 - a. Minutes of October 3, 2017 were approved as submitted.
- 5. Correspondence - None**
- 6. Citizens Addressing the Commission on Non Agenda Items – None**

CONSENT ITEMS

None

PUBLIC HEARINGS

**7. WHITNEY RANCH PHASE III SUBDIVISION
 GENERAL PLAN AMENDMENT, GPA2017-0003
 GENERAL DEVELOPMENT PLAN AMENDMENT, PDG2017-0004
 REZONE, Z2017-0005
 TENTATIVE SUBDIVISION MAP, SD2017-0007**

This application is a request for approval of a General Plan Amendment, a General Development Plan Amendment, a Rezone, and a Small Lot Tentative Subdivision Map to modify various land use designations and zoning, and to further subdivide five existing parcels totaling approximately 41.2 acres into 208 single-family residential lots, fifteen lettered lots for landscaping, access, and utilities.

The project area is comprised of five Units within the existing Whitney Ranch Phase 1 and Phase 2 development areas specifically: Unit 1, APN 017-171-030, the northwest corner of Wildcat Blvd & Bridlewood Dr.; Unit 42, 017-177-011, the southeast corner of Painted Pony Ln. and Whitney Ranch Parkway; Units 44A & 44B, APN 017-174-045, the northeast corner of Old Ranchhouse Road & Whitney Ranch Parkway; and Unit 55C, and a portion of APN 017-182-018, northeast of the terminus of Painted Pony Ln.

An Environmental Impact Report for the North West Rocklin Annexation (Sunset Ranchos) project was previously approved by the Rocklin City Council through Resolution No. 2002-230 and an Addendum to the Northwest Rocklin Annexation EIR was approved in 2008 per City Council Resolution 2008-252. The project site is not on any of the lists enumerated under Section 65962.5 of the Government Code related to hazardous wastes.

The owner is Sunset Ranchos Investors, LLC; the applicant is Uhora Engineering & Planning.

Dara Dungworth, Senior Planner, presented the staff report.

The Commission had questions for staff regarding:

1. Development Agreement – subject to amendments
2. Logic for zoning and land use

The Applicant, David Berry, Uhora Engineering, addressed the Commission and stated he concurs with all the conditions of approval.

The Commission had no questions for the applicant.

The hearing was opened to the public for comment. There being none, the hearing was closed.

Commission Deliberation/Discussion:

The Commission had additional questions for staff regarding:

1. RHNA numbers
2. Timing of next housing element

Chairman Martinez stated he had exparte communications with the applicant.

Commissioner Vass also stated she had exparte communications with the applicant.

Commissioner McKenzie also had exparte communications with the applicant. He concurs with staff’s findings.

Commissioner Sloan stated he too had exparte communications with the applicant. He concurs with staff’s findings and supports the project.

On a motion by Commissioner Sloan and seconded by Commissioner Vass, Resolution of the Planning Commission of the City of Rocklin Recommending City Council Approval of a Resolution Amending the General Plan Land Use Designations for Multiple Sites in the Whitney Ranch / Sunset Ranchos Planning Area (Whitney Ranch Phase III Subdivision / GPA2017-0003) was approved by the following vote:

AYES: Sloan, Vass, McKenzie, Martinez
 NOES: None
 ABSENT: Whitmore
 ABSTAIN: None

On a motion by Commissioner Sloan and seconded by Commissioner Vass, Resolution of the Planning Commission of the City of Rocklin Recommending City Council Approval of an Ordinance Approving the Twelfth Amendment to the North West Rocklin Annexation Area General Development Plan, Replacing and Superseding Ordinance 1060 and Retaining Ordinance 932, and Rezoning Multiple Sites in the Whitney Ranch / Sunset Ranchos Planning Area (Whitney Ranch Phase III Subdivision / PDG2017-0004 And Z2017-0005) was approved by the following vote:

AYES: Sloan, Vass, McKenzie, Martinez
 NOES: None
 ABSENT: Whitmore
 ABSTAIN: None

On a motion by Commissioner Sloan and seconded by Commissioner Vass, Resolution of the Planning Commission of the City of Rocklin Recommending City Council Approval of a Small Lot Tentative Subdivision Map (Whitney Ranch Phase III Subdivision / SD2017-0007) was approved by the following vote:

AYES: Sloan, Vass, McKenzie, Martinez
 NOES: None
 ABSENT: Whitmore
 ABSTAIN: None

NON PUBLIC HEARINGS

10. Informational Items and Presentations – None

11. Reports and Discussion Items from Planning Commissioners – None

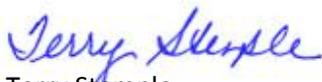
12. Reports from City Staff –

- a. Sierra Gateway Apartments is scheduled for November 7th.
- b. The meeting of November 21st will probably be cancelled.

13. Adjournment

There being no further business brought before the Commission, the meeting was adjourned at 8:06 p.m.

Respectfully submitted,



Terry Stemple
Planning Commission Secretary

*Approved at the regularly scheduled
Meeting of December 19, 2017*

P:\PUBLIC PLANNING FILES__ PROJECT FILES\Whitney Ranch Phase 3\Meeting Packets\CC 2-13-17\01b Planning Commission Minutes 10-17-17 Excerpt - ATT 2 - draft.docx



TRAFFIC CAPACITY COMPARISON GENERAL DEVELOPMENT PLAN AMENDMENT WHITNEY RANCH PHASE 3 ENTITLEMENTS

I. SUMMARY - TRAFFIC CAPACITY

Description	Max. Allowable Dw. Units	Square Ft. (x 1000)	Traffic (ADT)
Existing Whitney Ranch Phase 3 Land Use Allocations	480	190.7	7,170
Proposed Whitney Ranch Phase 3 Land Use Allocations	283	0.0	2,551
Difference between Existing & Proposed Land Uses	-197	-190.7	-4,619

II. EXISTING LAND USES

Development Unit	Land Use	Acreage	Zoning	Max. Allowable Dw. Units	Square Ft. (x 1000)	Traffic (ADT)
1	Residential/BP*	9.2	PD-BP* / PD-20**	184***	125.4	2,220**
42	Residential	14.2	PD-12	170		1,530
44A	Nh. Comm.	6	PD-Nh. Comm	-	65.3	2,286
44B	Residential	12.6	PD-10	126		1,134
55C	Rec. Facility	1.5	Private Rec. Facility	-		-
Total		43.5		480	190.7	7,170

III. PROPOSED LAND USES

Development Unit	Land Use	Acreage	Zoning	Max. Allowable Dw. Units	Square Ft. (x 1000)	Traffic (ADT)
1A	Residential	6.2	PD-12	74		670
1B	Open Space	2.1	Open Space	-		-
1	Core Roads	0.9	Bridlewood Dr. & BLA to Unit 110			-
42	Residential	14.2	PD-5.1C	72		648
44A	Residential	6	PD-5.1C	30		270
44B	Residential	12.6	PD-8	100		900
55C	Residential	1.5	PD-5	7		63
Total		43.5		283	0.0	2,551

Notes:

Traffic ADT based on trip rates listed in GDP Traffic Capacity Section 3.4.4

* Unit 1 existing Zoning per GDP is BP, General Plan Amendment override to HDR

** Unit 1 existing Traffic ADT based on Zoning designation of PD-BP per GP traffic allocation study

*** Unit 1 existing Max. allowable Units based on GP designation of PD-20

Whitney Ranch Phase III – 15162 AnalysisPROJECT DESCRIPTION:

The Whitney Ranch Phase III project consists of a request for approval of a General Plan Amendment, a General Development Plan Amendment, a Rezone, and a Small Lot Tentative Subdivision Map to subdivide five existing parcels totaling approximately 41.2 acres into 208 single-family residential lots, fifteen lettered right-of-way landscape lots to be dedicated to the City, one utility/emergency access/landscape lot to be dedicated to the City, and one lettered landscape lot to be maintained by a homeowners association (HOA).

PRIOR ENVIRONMENTAL REVIEW:

In 2002, an Environmental Impact Report (EIR) for the Northwest Rocklin Annexation (Sunset Ranchos) project was approved per City Council Resolution 2002-230. Subsequently, an Addendum to the Northwest Rocklin Annexation EIR was approved in 2008 per City Council Resolution 2008-252. Project specific analysis was conducted and potential impacts of the Northwest Rocklin Annexation project were identified in the EIR and Addendum documents.

RELIANCE ON PRIOR ENVIRONMENTAL REVIEW:

The potential environmental impacts of the Whitney Ranch Phase III project were analyzed as required by the California Environmental Quality Act (CEQA) in an Environmental Impact Report (EIR) and an Addendum which were previously approved by the Rocklin City Council acting as the lead agency through Resolutions 2002-230 and 2008-252, respectively. 2015-2017. Once a project has been approved, the lead agency's role in project approvals is completed, unless further discretionary approval on that project is required. In this case, because the Whitney Ranch Phase III project required additional land use entitlements and further discretionary approval, the City must examine the adequacy of the prior environmental review.

Public Resources Code section 21166 and Section 15162 provide the framework for analysis of the adequacy of prior environmental review of a subsequent project. The questions that must be addressed when making a determination of whether further environmental review would be necessary are as follows:

1) Do Proposed Changes Involve New Significant Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, will substantial changes represented by the current project result in new significant impacts that have not already been considered

and mitigated by the prior environmental review or a substantial increase in the severity of a previously identified significant impact?

2) Are There Any New Circumstances Involving New Impacts?

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

3) Is There Any New Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A-D) of the CEQA Guidelines, is there new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was adopted as complete that is now available requiring an update to the analysis of the previous environmental document to verify that the environmental conclusions and mitigations remain valid? If the new information shows that:

- (A) The project will have one or more significant effects not discussed in the prior environmental documents; or
- (B) That significant effects previously examined will be substantially more severe than shown in the prior environmental documents; or
- (C) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) That mitigation measures or alternative which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative, then the preparation of a subsequent or supplemental EIR would be required.

If the additional analysis completed finds that the conclusions of the prior environmental documents remain the same and no new significant impacts are identified, or identified environmental impacts are not found to be more severe, or additional mitigation is not necessary, then no additional environmental documentation (supplemental or subsequent EIR or subsequent negative declaration) is required.

COMPARISON OF THE PREVIOUSLY APPROVED PROJECT TO THE NEW PROJECT:

The adopted Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum addressed the development of the Whitney Ranch Phase III project site as follows:

- Unit 1A – High Density Residential
- Unit 1B – High Density Residential
- Unit 42 – Medium High Density Residential
- Unit 44A – Retail Commercial
- Unit 44B – Medium High Density Residential
- Unit 55 C – Public/Quasi-Public (private recreation facility)

The proposed land use changes for the project will result in the following changes to existing land use designations that were analyzed in the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum in terms of acreage:

- Increase of approximately 2.1 acres of Recreation Conservation designated/Open Space zoned land (Unit 1B);
- Conversion of approximately 6 acres of High Density Residential designated/Business Professional zoned land to Single Family Residential (Unit 1A);
- Conversion of approximately 6 acres of Retail Commercial designated/Neighborhood Commercial zoned land (Unit 44A) to Single Family Residential;
- Conversion of approximately 2.2 acres of Public/Quasi Public designated/Private Recreation Facility zoned land (Unit 55C) to Single Family Residential;
- Conversion of approximately 27 acres of Residentially designated land to lower densities (Units 42 and 44B)

The Whitney Ranch Phase III project involves the same land area that was previously considered and analyzed, but the changes proposed by the project reflect a reduction in the developable area and modifications to the anticipated types of land uses. These changes are analyzed below.

IMPACT ANALYSIS:

- 1) Aesthetics – the changes contemplated by the proposed Whitney Ranch Phase III project will introduce similar development types into the project area that are mostly consistent with what was anticipated by the original project. Newly introduced development types are consistent with the surrounding existing and anticipated development and do not include any aspects that would introduce new aesthetic impacts.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as

described above are not anticipated to result in new significant aesthetic impacts or substantially more severe aesthetic impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant aesthetic impacts or substantially more severe aesthetic impacts, and there is no new information requiring new analysis or verification. The analysis of aesthetics impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 2) Agricultural Resources – the changes contemplated by the proposed Whitney Ranch Phase III project will occur in locations that are designated as grazing land and are not located within or adjacent to land in productive agriculture or lands zoned for agricultural uses or timberland production and do not introduce any new agricultural resources impacts.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant agricultural resources impacts or substantially more severe agricultural resources impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant agricultural resources impacts or substantially more severe agricultural resources impacts, and there is no new information requiring new analysis or verification. The analysis of agricultural resources impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 3) Air Quality - the changes contemplated by the proposed Whitney Ranch Phase III project will result in similar construction air quality emissions but fewer operational air quality emissions due to a reduction in the number of vehicle trips generated by the project. The proposed conversion of the business professional and commercial land uses to residential land uses together with the other proposed amendments results in a net reduction of 4,600 average daily vehicle trips and associated emissions.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant air quality impacts or substantially more severe air quality impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant air quality impacts or substantially more severe air quality impacts, and there is no new information requiring new analysis or verification. The analysis of air quality impacts within the Northwest Rocklin Annexation

(Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 4) Biological Resources - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development in a smaller footprint area due to an increase in non-developable open space. The proposed increase of 2.1 acres of open space beyond what was previously anticipated results in a reduction of biological resources impacts.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant biological resources impacts or substantially more severe biological resources impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant biological resources impacts or substantially more severe biological resources impacts, and there is no new information requiring new analysis or verification. The analysis of biological resources impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 5) Cultural Resources - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development in a smaller footprint area due to an increase in non-developable open space. The proposed increase of 2.1 acres of open space beyond what was previously anticipated results in a reduction of the impact of the potential discovery of cultural resources.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant cultural resources impacts or substantially more severe cultural resources impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant cultural resources impacts or substantially more severe cultural resources impacts, and there is no new information requiring new analysis or verification. The analysis of cultural resources impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 6) Geology and Soils - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are mostly consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would also be subject to compliance with the City's development review process and the City's Improvement Standards and

Standard Specifications and the Uniform Building Code which will reduce any potential geology and soils impacts to a less than significant level.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant geology and soils impacts or substantially more severe geology and soils impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant geology and soils impacts or substantially more severe geology and soils impacts, and there is no new information requiring new analysis or verification. The analysis of geology and soils impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 7) Greenhouse Gas Emissions - the changes contemplated by the proposed Whitney Ranch Phase III project will result in similar construction air quality/greenhouse gas emissions but fewer operational air quality/greenhouse gas emissions due to a reduction in the number of vehicle trips generated by the project. The proposed conversion of the business professional and commercial land uses to residential land uses together with the other proposed amendments results in a net reduction of 4,600 average daily vehicle trips and associated emissions.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant greenhouse gas emissions impacts or substantially more severe greenhouse gas emissions impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant greenhouse gas emissions impacts or substantially more severe greenhouse gas emissions impacts, and there is no new information requiring new analysis or verification. The analysis of greenhouse gas emissions impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 8) Hazards and Hazardous Materials - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would also be subject to compliance with various Federal, State, and local laws and regulations (including but not limited to Titles 8 and 22 of the Code of California Regulations, Uniform Fire Code, and Chapter 6.95 of the California Health and Safety Code) addressing hazardous materials management and environmental protection which will reduce any hazardous materials

management and environmental protection impacts to a less than significant level. While the proposed Whitney Ranch Phase III project is located within ¼ mile of an existing or proposed school, it does not include any unusual uses of hazardous materials. In addition, the proposed project is not on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, the proposed project site is not located within an airport land use plan or within the vicinity of a private airstrip, the project's design and layout will not impair or physically interfere with the street system emergency evacuation route or impede an emergency evacuation plan, and the proposed project will be reviewed by the Rocklin Fire Department and will be designed with adequate emergency access for use by the Rocklin Fire Department to reduce the risk of loss, injury or death involving wildland fires.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant hazards and hazardous materials impacts or substantially more severe hazards and hazardous materials impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant hazards and hazardous materials impacts or substantially more hazards and hazardous materials impacts, and there is no new information requiring new analysis or verification. The analysis of hazards and hazardous materials impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 9) Hydrology and Water Quality - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would also be subject to the mitigation measures incorporated into Rocklin General Plan goals and policies, the City's Grading and Erosion and Sedimentation Control Ordinance (Rocklin Municipal Code, Chapter 15.28), the Stormwater Runoff Pollution Control Ordinance (Rocklin Municipal Code, Chapter 8.30), and the City's Improvement Standards to reduce impacts to hydrology and water quality to a less than significant level. In addition, the developable portions of the proposed Whitney Ranch Phase III project are located in flood zone X, which indicates that the project is not located within a 100-year flood hazard area and outside of the 500-year flood hazard area. The project site is not located within the potential inundation area of any dam or levee failure, nor is the project site located sufficiently near any significant bodies of water or steep hillsides to be at risk from inundation by a seiche, tsunami, or mudflow. Therefore, the proposed project will not expose people or structures to a significant risk or loss, injury, or death as a result of flooding and a less than significant flood exposure impact would be anticipated.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant hydrology and water quality impacts or substantially more severe hydrology and water quality impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant hydrology and water quality impacts or substantially more hydrology and water quality impacts, and there is no new information requiring new analysis or verification. The analysis of hydrology and water quality impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 10) Land Use and Planning - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project include land use and zoning changes to ensure consistency with the City's General Plan and Zoning Ordinance. The construction of the proposed Whitney Ranch Phase III project would not physically divide an established community and would be compatible with existing and anticipated land uses.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant land use and planning impacts or substantially more severe land use and planning impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant land use and planning impacts or substantially more land use and planning impacts, and there is no new information requiring new analysis or verification. The analysis of land use and planning impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 11) Mineral Resources - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would also occur on sites that do not contain known mineral resources and the project is not anticipated to have a mineral resources impact.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as

described above are not anticipated to result in new significant mineral resources impacts or substantially more severe mineral resources impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant mineral resources impacts or substantially more mineral resources impacts, and there is no new information requiring new analysis or verification. The analysis of mineral resources impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 12) Noise - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would be anticipated to generate noise levels similar to those that would occur with the original project.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant noise impacts or substantially more severe noise impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant noise impacts or substantially more noise impacts, and there is no new information requiring new analysis or verification. The analysis of noise impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 13) Population and Housing - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would reduce the maximum possible dwelling units (du) within the sites involved from 480 dwelling units to 283 dwelling units, a net total reduction of 197 dwelling units based on zoning. The proposed Whitney Ranch Phase II project would not introduce unplanned growth or displace substantial numbers of people. In addition the proposed Whitney Ranch Phase III project is not considered to induce substantial population growth because it includes a reduction of dwelling units from what was previously contemplated and it is located in an area that has already been planned for urban uses.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant population and housing impacts or substantially more severe population and housing impacts that have not already

been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant population and housing impacts or substantially more population and housing impacts, and there is no new information requiring new analysis or verification. The analysis of population and housing impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 14) Public Services - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would not increase the need for fire protection, police patrol and police services to the site beyond what was previously contemplated, and the need for other public facilities would not be created by the project.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant public services impacts or substantially more severe public services impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant public services impacts or substantially more public services impacts, and there is no new information requiring new analysis or verification. The analysis of public services impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 15) Transportation/Traffic - the changes contemplated by the proposed Whitney Ranch Phase III project will result in fewer automobile trips generated because the proposed conversion of the business professional and commercial land uses to residential land uses together with the other proposed amendments results in a net reduction of 4,600 average daily vehicle trips.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant transportation/traffic impacts or substantially more severe transportation/traffic impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant transportation/traffic impacts or substantially more severe transportation/traffic impacts, and there is no new information requiring new analysis or verification. The analysis of transportation/traffic impacts within the Northwest Rocklin Annexation (Sunset Ranchos)

EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

- 16) Tribal Cultural Resources – the changes contemplated by the proposed Whitney Ranch Phase III project will result in development in a smaller footprint area due to an increase in non-developable open space. The proposed increase of 2.1 acres of open space beyond what was previously anticipated results in a reduction of the impact of the potential discovery of tribal cultural resources. While the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum were prepared and adopted prior to the requirement to address tribal cultural resources in CEQA documents, because Public Resources Code section 21080.3.3 requires consultation to occur prior to the release of a negative declaration, mitigated negative declaration or EIR for a project and the City intends to rely upon the previous EIR and Addendum for the Whitney Ranch Phase III project, there is no opportunity to incorporate additional mitigation measures for the protection of tribal cultural resources.
- 17) Utilities and Service Systems - the changes contemplated by the proposed Whitney Ranch Phase III project will result in development types that are largely consistent with the development that was anticipated with the original project. Newly introduced development types associated with the Whitney Ranch Phase III project would not increase the need for utilities and service systems to the site beyond what was previously contemplated, and the need for other utilities and public services would not be created by the project.

In conclusion, when comparing the proposed Whitney Ranch Phase III project to the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum analysis, the anticipated changes associated with the proposed Whitney Ranch Phase III project as described above are not anticipated to result in new significant utilities and service systems impacts or substantially more severe utilities and service systems impacts that have not already been considered by the prior Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum; there are no new circumstances involving new significant utilities and service systems impacts or substantially more utilities and service systems impacts, and there is no new information requiring new analysis or verification. The analysis of utilities and service systems impacts within the Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum is applicable to the Whitney Ranch Phase III project, and no further analysis is required.

CONCLUSION:

The Northwest Rocklin Annexation (Sunset Ranchos) EIR and associated Addendum evaluated the potential environmental impacts of the development of all phases of the Whitney Ranch Phase III project which included the same project area. Because the Whitney Ranch Phase III project will introduce similar development types into the project area that are mostly consistent with what was anticipated by the original project, and newly introduced

development types are consistent with the surrounding existing and anticipated development and do not include any aspects that would introduce new or increased environmental impacts, it was determined that the prior EIR and associated Addendum would be appropriate to rely upon for purposes of CEQA compliance. Based on the analysis provided above, no new significant environmental impacts would occur and no substantial increases in the severity of previously identified significant effects would be anticipated. None of the conditions described in CEQA Guidelines sections 15162, 15163 and 15164 calling for the preparation of a supplement, subsequent or addendum to a negative declaration or EIR are present, and therefore, no subsequent or EIR or supplemental EIR or addendum to an EIR is required pursuant to CEQA.

In summary, the analysis conducted to determine if further environmental review would be necessary has resulted in the determination that the proposed Whitney Ranch Phase III project does not result in any environmental impacts beyond those that were previously identified and no further environmental review is necessary.



BACK TO AGENDA

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
A RESOLUTION AMENDING THE GENERAL PLAN LAND USE DESIGNATIONS FOR
MULTIPLE SITES IN THE WHITNEY RANCH / SUNSET RANCHOS PLANNING AREA

(Whitney Ranch Phase III Subdivision / GPA2017-0003)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The proposed Whitney Ranch Phase III project, including its related land use entitlements, was analyzed as required by the California Environmental Quality Act (CEQA) as a part of the Northwest Rocklin Annexation EIR and associated Addendum, approved and certified by City Council Resolutions No. 2002-230 and 2008-252, respectively. Pursuant to Section 15162 of the CEQA Guidelines, analysis has shown that no further environmental review of the Whitney Ranch Phase III project is required, nor should be conducted, since the Whitney Ranch Phase III project is within the scope of the Northwest Rocklin Annexation EIR and associated Addendum which adequately describe these activities for purposes of CEQA for the following reasons:

A. No new significant environmental effects nor any substantial increase in the severity of previously identified significant effects will occur from the Phase III project;

B. No substantial changes occur with respect to the circumstances under which the project will be undertaken which will require major revisions of the previous EIR or Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

C. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR or Addendum were certified as complete shows any of the following:

i) That the project will have one or more significant effects not discussed in the previous EIR;

ii) That significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

iv) That mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects of the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Section 2. The City Council of the City of Rocklin finds and determines that:

A. The General Plan Amendment (GPA2017-0003) will change the land use designations of Units 1A, 1B, 42 & 44A, 44B, and 55C within the Whitney Ranch planning area as indicated on Exhibit A.

B. The City Council has considered the effect of the recommended approval of this General Plan Amendment on the housing needs of the region, and balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

C. Whitney Ranch/Sunset Ranchos Units 1, 42, and 44B are currently identified in the City's 2013-2021 Housing Element at a density which could theoretically provide opportunities for Moderate Income housing.

Rocklin's Regional Housing Needs Allocation (RHNA) for the Moderate Income category is 709 units. Although the median income for Placer County is relatively high, the proposed development densities may not result in homes that are affordable to the Moderate Income category.

The re-designation of Whitney Ranch/Sunset Ranchos Units 1, 42 and 44B to lesser densities will reduce the City's current inventory of potential sites available for the Moderate Income category. The remaining inventory of potential sites identified in the Housing Element Available Sites Table would still provide for up to 771 units, a surplus of 62 units more than the minimum number of units required to be accommodated.

The City will continue to monitor its inventory of available sites as future development projects come forward to ensure that the goals of the Housing Element and our Inventory of Available Sites remain in compliance.

D. The land uses and circulation allowed by the proposed amendment are consistent with and implement the goals and policies of the Rocklin General Plan, including the Housing Element.

E. The area is physically suited for the land uses allowed by the proposed amendment in terms of topography and availability of services.

F. The circulation and land uses allowed by the proposed amendment are compatible with land uses existing and permitted on properties in the vicinity, providing

the properties are developed in accordance with the policies and requirements of the Rocklin General Plan and applicable zoning and subdivision ordinances.

G. The circulation and land uses allowed by the proposed amendment, and their intensity, are not likely to create serious health problems or nuisances on properties in the vicinity.

Section 3. The City Council hereby approves the General Plan Amendment (GPA2017-0003), as shown in Exhibit A, attached hereto and by this reference incorporated herein.

PASSED AND ADOPTED this day of , 2018, by the following roll call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Ken Broadway, Mayor

ATTEST:

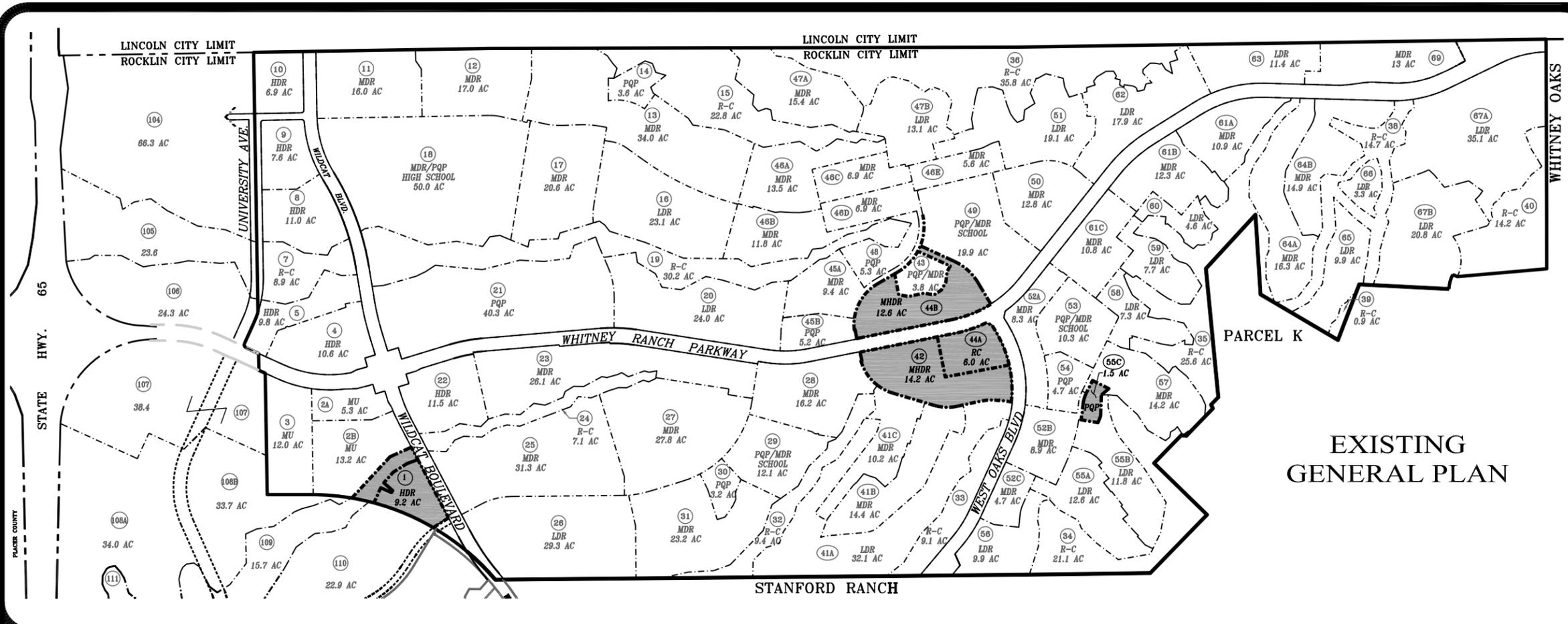
Barbara Ivanusich, City Clerk

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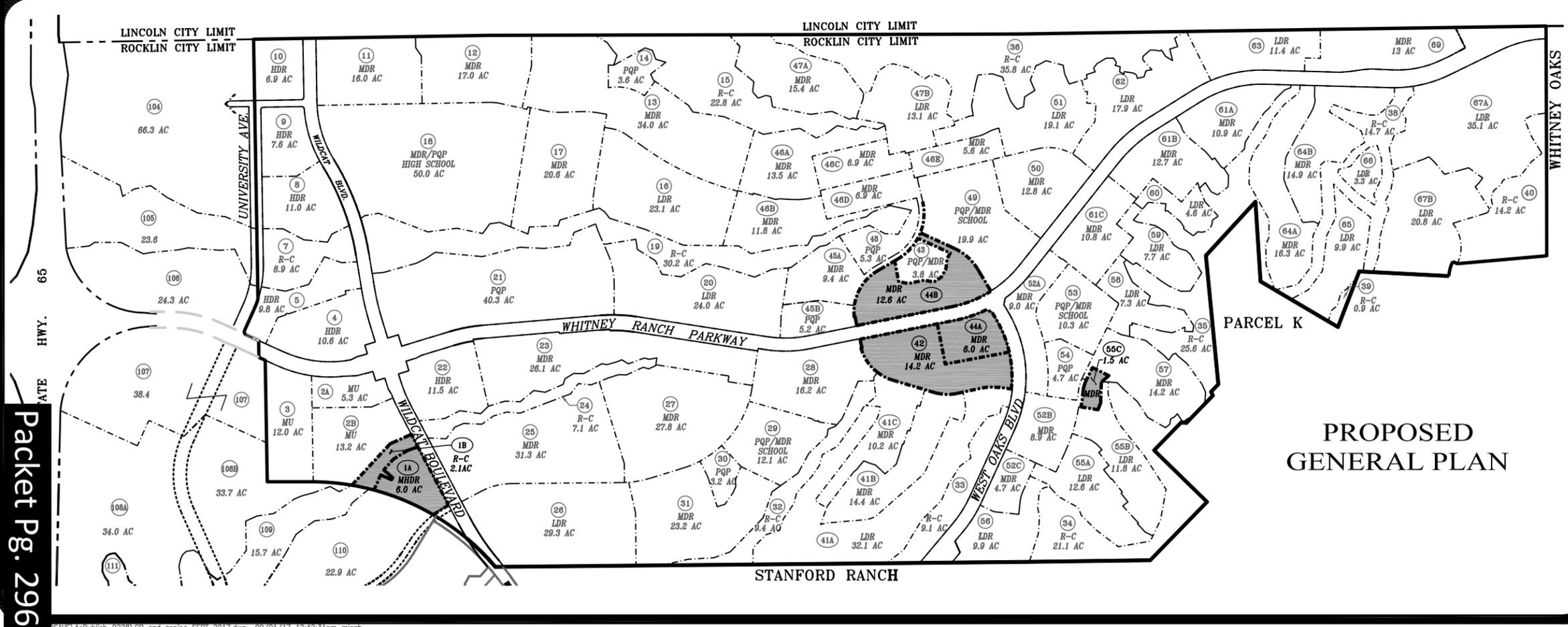
EXHIBIT A

Whitney Ranch Phase III Subdivision (GPA2017-0003)

N.W.R.A.
GENERAL PLAN
EXHIBIT
 SEPTEMBER 2017



**EXISTING
 GENERAL PLAN**



**PROPOSED
 GENERAL PLAN**

LEGEND

BP	BUSINESS PROFESSIONAL
LI	LIGHT INDUSTRIAL
HDR	HIGH DENSITY RESIDENTIAL
LDR	LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
MHDR	MEDIUM HIGH DENSITY RESIDENTIAL
PQP	PUBLIC QUASI PUBLIC
RC	RETAIL COMMERCIAL
R-C	RECREATIONAL CONSERVATION
CORE ROADS	
XX	DEVELOPMENT AREA

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 2901 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

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Agenda Item #12.A.



BACK TO AGENDA

ORDINANCE NO.

AN ORDINANCE APPROVING THE TWELFTH AMENDMENT TO THE NORTHWEST ROCKLIN ANNEXATION AREA GENERAL DEVELOPMENT PLAN, REPLACING AND SUPERSEDING ORDINANCE 1060 AND RETAINING ORDINANCE 932, AND REZONING MULTIPLE SITES IN THE WHITNEY RANCH / SUNSET RANCHOS PLANNING AREA

(Whitney Ranch Phase III Subdivision / PDG2017-0004 and Z2017-0005)

The City Council of the City of Rocklin does ordain as follows:

Section 1. Findings.

A. The General Development Plan for the North West Rocklin Annexation Area was originally approved by Ordinance 858 by the City Council of the City of Rocklin on July 23, 2002 and subsequently amended by City Ordinances, 882, 884, 898, 892, 932, 941, 991, 1000, 1014, 1041, 1055 and 1060 (the “**General Development Plan**”). Ordinance 1055 focused on Exhibit C of the General Development Plan and consolidated a series of ordinances pertaining to that section (i.e. 941, 991, 1000, 1014, and 1041) to create a new version of Exhibit C. Ordinance 1060 amended the Trip Caps within the General Development Plan and replaced and superseded Ordinances 941 and 1055 and retained Ordinance 932. The components/chapters of the General Development are comprised of the following:

Chapter 1. The North West Rocklin General Development Plan “**Zoning Map**”, adopted as Exhibit A, and all amendments incorporated into and reflected on the Official Zoning Map of the City of Rocklin.

Chapter 2. The “**Conditions of Approval**” adopted as Exhibit B;

Chapter 3. The General Development Plan Zoning and Development Standards, adopted and referred to as Exhibit C, “**Zoning and Development Standards**”; and

Chapter 4. The **Public Facilities Financing and Phasing Plan**, incorporated by reference as Chapter 4, adopted and/or amended through Ordinance 884, 898 and superseded by Ordinance 932. The most current version of the Public Facilities Phasing and Finance Plan was adopted by Ordinance 932.

B. General Development Plan Amendment (PDG2017-0004) modifies Chapter 1 (Exhibit A) in specific locations known as Whitney Ranch/Sunset Ranchos Units 1A, 1B, 42, 44A, 44B and 55C and supersedes all prior versions of Chapters 2 through 3 in the General Development Plan for North West Rocklin also referred to as Exhibits B through C in their entirety.

C. General Development Plan Amendment (PDG2017-0004) retains and incorporates by reference the North West Rocklin Annexation Area Public Facilities Financing Plan 2008 Update, prepared by Economic and Planning Systems, Inc. dated April 22, 2008, and previously adopted as Ordinance 932.

D. The proposed General Development Plan Amendment and Rezone (PDG2017-0004 and Z2017-0005) are consistent with the concurrent General Plan Amendment (GPA2017-0003) and implement the policies of the City of Rocklin's General Plan, including the Housing Element.

E. The areas within the General Development Plan Amendment (PDG2017-0004) are physically suited to the uses authorized in the proposed General Development Plan Amendment and Rezone.

F. The proposed General Development Plan and Rezone (PDG2017-0004 and Z2017-0005) are compatible with the land uses existing and permitted on the properties in the vicinity.

G. The land uses, and their density and intensity, allowed in the proposed General Development Plan Amendment and Rezone (PDG2017-0004 and Z2017-0005) are not likely to create serious health problems or create nuisances on properties in the vicinity.

H. The City Council has considered the effect of the proposed General Development Plan Amendment and Rezone (PDG2017-0004 and Z2017-0005) on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. Approval. The City Council of the City of Rocklin hereby approves the general development plan and zoning in the form as shown on Exhibits A, B, and C attached hereto and incorporated by reference herein.

Section 4. Environmental. The proposed Whitney Ranch Phase III project, including its related land use entitlements, was analyzed as required by the California Environmental Quality Act (CEQA) as a part of the North West Rocklin Annexation EIR, approved and certified by City Council Resolution No. 2002-230. Pursuant to Section 15162 of the CEQA Guidelines, no further environmental review of the Whitney Ranch Phase III project is required, nor should be conducted, since the Whitney Ranch Phase III project is within the scope of the Northwest Rocklin Annexation EIR which adequately describes these activities for purposes of CEQA for the following reasons:

A. No new significant environmental effects nor any substantial increase in the severity of previously identified significant effects will occur from the Phase III project;

B. No substantial changes occur with respect to the circumstances under which the project will be undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

C. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:

i) That the project will have one or more significant effects not discussed in the previous EIR or negative Declaration;

ii) That significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

iv) That mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects of the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Effective Date. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of

Page 3 of
Ord. No.

those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on _____, 20__, by the following vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers
- ABSTAIN: Councilmembers

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 20__, by the following vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers:
- ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

- First Reading:
- Second Reading:
- Effective Date:

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EXHIBIT A

Whitney Ranch Phase III Subdivision (PDG2017-0004 and Z2017-0005)

Zoning Map

EXHIBIT B

Whitney Ranch Phase III Subdivision (PDG2017-0004 and Z2017-0005)

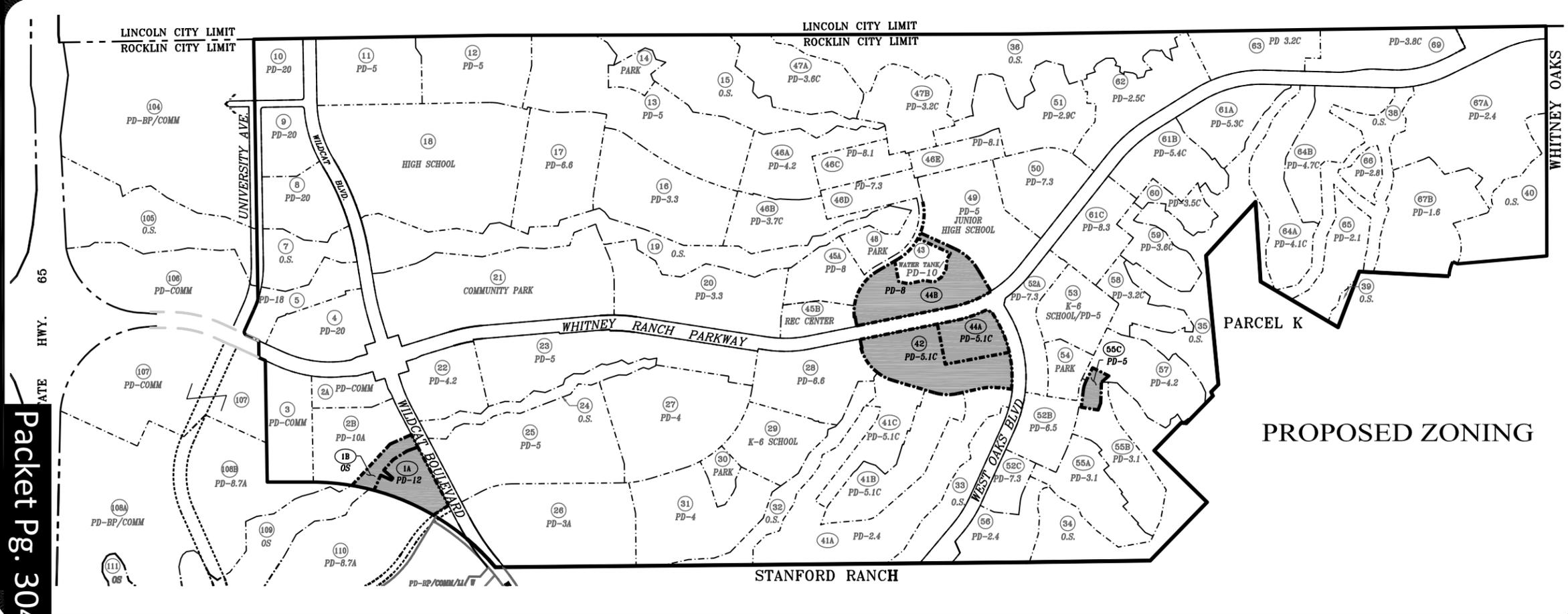
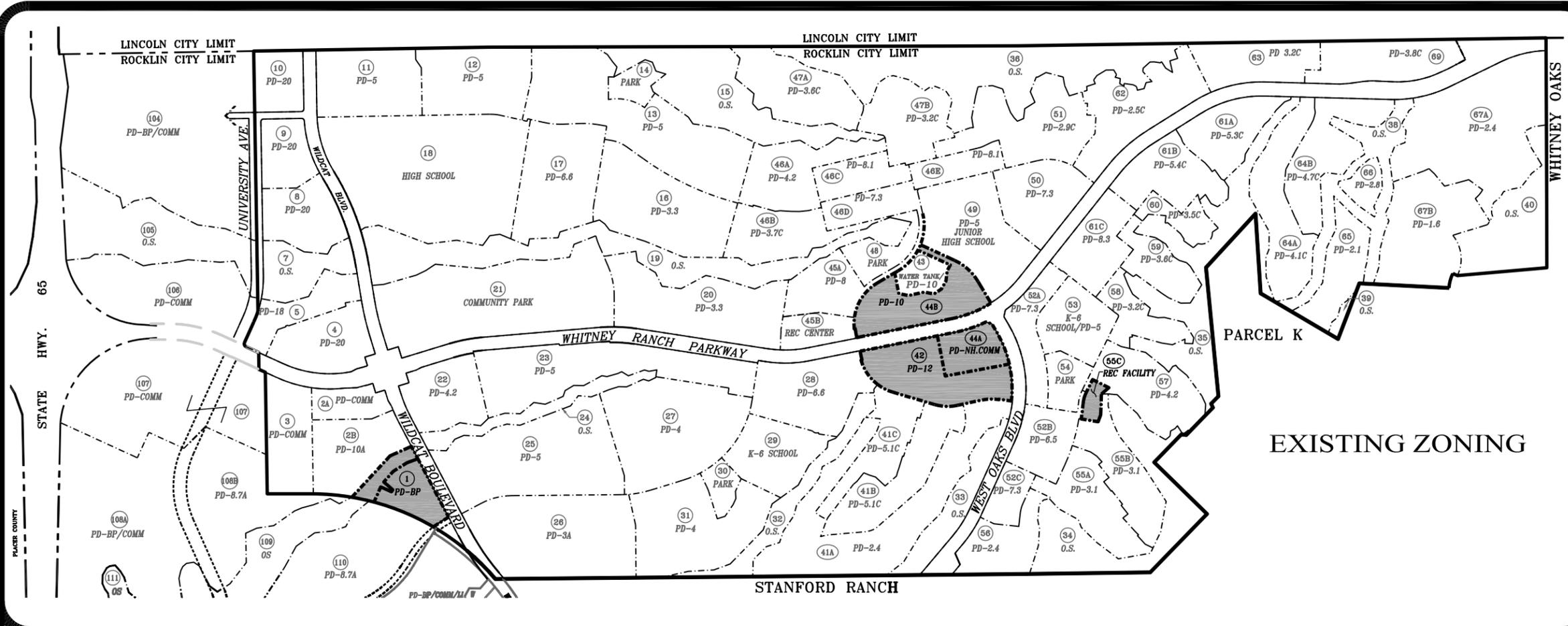
Conditions of Approval for the North West Rocklin General Development Plan

EXHIBIT C

Whitney Ranch Phase III Subdivision (PDG2017-0004 and Z2017-0005)

Zoning and Development Standards

N.W.R.A. GENERAL DEVELOPMENT PLAN ZONING EXHIBIT SEPTEMBER 2017



LEGEND:

PD-#	PLANNED DEVELOPMENT RESIDENTIAL, # UNITS PER ACRE
PD-BP/COMM/LI	PLANNED DEVELOPMENT-BUSINESS PROFESSIONAL/COMMERCIAL/LIGHT INDUSTRIAL
PD-BP/COMM	PLANNED DEVELOPMENT-BUSINESS PROFESSIONAL/COMMERCIAL
PD-BP	PLANNED DEVELOPMENT-BUSINESS PROFESSIONAL
PD-IP	PLANNED DEVELOPMENT INDUSTRIAL PARK
PD-COMM	PLANNED DEVELOPMENT-COMMERCIAL
PD-CO.COMM	PLANNED DEVELOPMENT-COMMUNITY COMMERCIAL
PD-NH.COMM	PLANNED DEVELOPMENT-NEIGHBORHOOD COMMERCIAL
PD-LI	PLANNED DEVELOPMENT-LIGHT INDUSTRIAL
BP	BUSINESS PROFESSIONAL
INDUSTRIAL COMM	INDUSTRIAL AREA COMMERCIAL
O.S.	OPEN SPACE
W	WETLAND

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2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661 (916) 780-2500

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Agenda Item #12.B.

EXHIBIT B

CONDITIONS OF APPROVAL FOR THE NORTHWEST ROCKLIN GENERAL DEVELOPMENT PLAN

The following conditions of approval are adopted as a part of the Northwest Rocklin Area General Development Plan (“NWRA GDP” or “GDP”), and unless expressly stated otherwise, shall apply throughout the GDP Area. The term “Subsequent Entitlements” shall mean discretionary and ministerial land development entitlements which are necessary or desirable for development of the GDP Area as contemplated by this GDP. Subsequent Entitlements include, but are not limited to, tentative and final parcel and subdivision maps, subdivision improvement agreements, conditional use permits, grading permits, and building permits.

If inconsistencies occur between the provisions of the Conditions of Approval to the NWRA GDP and the Zoning and Development Standards of the NWRA GDP, the provisions of the Conditions of Approval shall control.

A. GENERAL

1. Applications for Subsequent Entitlements shall include field surveys which physically delineate the boundaries of wetlands, riparian, areas, archaeological sites, and open space areas on the site of the proposed project for verification by the City or other responsible agencies, unless a survey has already been conducted in a timely and acceptable manner.
2. All projects shall be evaluated subject to the provisions of the Design Guidelines. (DR-2002-06; Resolution 2002-233)

The Northwest Rocklin Design Guidelines and all amendments that may be adopted shall be incorporated by reference into the project’s Covenants, Conditions and Restrictions (CC&Rs) and shall include language indicating that the Guidelines are available in the City of Rocklin Community Development Department office.

3. The Sunset Ranchos Planning Area shall participate in any single-family residential design review process that is adopted by the City of Rocklin.

B. LAND USE

Projects proposed within the Highway 65 Corridor Planning Area shall be designed to provide sufficient right of way to promote logical and efficient vehicular circulation throughout the area and include design features to minimize noise and visual impacts on the project from the highway interchange improvements.

C. TRANSPORTATION/CIRCULATION

1. Development under Subsequent Entitlements shall be subject to payment of the regional transportation fees adopted by the South Placer Regional Transportation Authority (SPRTA).
2. Applications for Subsequent Entitlements shall coordinate with the City and Placer County Transit (PCT) to ensure that transit services are in place as needed to serve demand from new development.
3. Applications for tentative maps proposed for sites designated with a school overlay shall include a revised traffic study, as necessary, to ensure that the change to residential use will not violate City service level policies. The study shall indicate any necessary traffic mitigation measures in future development plans to reduce impacts to less-than-significant levels.
4. Parcel size, location, and site design of school sites shall provide adequate parking for students, staff, faculty, and visitors to minimize on street parking and parking in residential neighborhoods.
5. The median width for Whitney Ranch Parkway shall be 20 feet between the Whitney Ranch Parkway/SR 65 Interchange and University Avenue to accommodate a City Secondary Entryway Sign as adopted by the Rocklin City Council.
6. The median width for Wildcat Boulevard shall be 14 feet to accommodate the placement of a City of Rocklin Minor Entryway Sign in the vicinity of the transition between Wildcat Boulevard and Lincoln Parkway.
7. Bus turnouts shall be provided throughout the project area as determined by the City Engineer.
8. Construction traffic associated with development of the Sunset Ranchos Planning Area shall utilize Highway 65 to the fullest extent possible to access the site. An alternative route that is acceptable to the City includes Highway 65 to Sunset Boulevard to West Stanford Ranch Road to Wildcat Boulevard. These routes are to be used by both heavy equipment and individual construction workers. Some limited construction access through Park Drive for major delivery of materials and equipment or other special activities may be permitted subject to approval in advance by the City of Rocklin Public Works Director. Information regarding these restrictions and requirements shall be included in all improvement plans and contractor agreements.

D. AIR QUALITY

1. As a condition of City approval of any grading activity within the North West Rocklin Area, the applicant for grading approval shall first submit a construction emission/dust control plan to and receive approval by the Public Works Director, City Engineer, and the Placer County Air Pollution Control District (PCAPCD). The plan shall specify measures to reduce dust pollution during all phases of construction. The measures shall be included as notes within the Grading or Improvement Plans for the project. The measures may include the following:
 - a. Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
 - b. All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
 - c. All trucks leaving the site shall be washed off to eliminate dust and debris.
 - d. All construction equipment shall be maintained in clean condition.
 - e. All exposed surfaces shall be revegetated as quickly as feasible.
 - f. If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
 - g. Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
 - h. No open burning of any kind shall be allowed.
 - i. Contractors' construction equipment shall be properly maintained and tuned during construction activity.
 - j. Contractors shall use low emission mobile construction equipment where possible.
 - k. Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission Limitations.
 - l. The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will

be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

- m. Construction contracts shall stipulate that at least 20% of the heavy-duty off-road equipment included in the inventory be powered by CARB-certified off-road engines, as follows:

175 hp	750 hp	1996 and newer engines
100 hp	174 hp	1997 and newer engines
50 hp	99 hp	1998 and newer engines

In lieu of or in addition to this requirement, an applicant can use other measures to reduce particulate matter and nitrogen oxide emissions from their project through the use of emulsified diesel fuel and/or particulate matter traps. The District shall be contacted to discuss this measure.

- 2. The City shall not approve building permits for fireplaces in homes that do not have a primary heating source other than a fireplace. All fireplaces shall be plumbed for natural gas. Notwithstanding the foregoing, wood burning fireplaces shall be prohibited in all residential dwelling units within the Whitney Ranch Phase II development.
- 3. Tree planting programs shall include planting at least one tree per single family lot, for shade. Multi-family and non-residential projects shall incorporate trees into parking lot areas. Notwithstanding the foregoing, tree planting programs for Whitney Ranch Phase II should include planting at least two trees in the front yard of each dwelling unit.
- 4. The requirements in this section 4 shall **only** apply to Whitney Ranch Phase II development:
 - a. To the extent feasible, all landscaping areas publicly installed or maintained or installed or maintained by a Homeowner’s Association, shall be equipped with automatic irrigations systems, including drip irrigation, to reduce the amount of water used.
 - b. All appliances installed by the homebuilder, such as dishwashers, shall be energy star rated.
 - c. Each single-family home shall be equipped with a whole house fan.
 - d. To the extent feasible, community buildings such as clubhouses and recreational facilities, shall be equipped with water-conserving

plumbing fixtures such as sensor-activated low flow faucets and toilets.

5. Commercial buildings shall be equipped with automated time clocks or occupant sensors to reduce energy loss.
6. Residential subdividers shall record the following separate instrument with their final map(s):

A document prepared by or on behalf of the subdivider for the education of all residents within the project addressing the following air quality concerns:

- a. Open burning, wood burning, and air pollution: problems and solutions.
 - b. Transportation control measures: ride sharing, mass transit availability/schedules, computerized ride-matching services, and other measures designed to reduce both the use of single-occupancy vehicles and vehicle miles traveled.
7. Developers/subdividers shall landscape with native drought-resistant species, where appropriate.
 8. Low NO_x hot water heaters shall be installed per PCAPCD regulations.
 9. Builders shall install an exterior electrical outlet at the front and back of single-family dwellings and duplexes for the use of electric landscape maintenance equipment.
 10. In any development served with natural gas, fireplaces within multi-family residential development projects shall be plumbed for natural gas, and wood-burning fireplaces shall be prohibited within those units.
 11. All wood burning stoves installed in single-family or multi-family units must be EPA certified.
 12. Office, commercial and retail land uses shall include bicycle racks.
 13. In any development served with natural gas, builders shall install natural gas lines at the rear of each single-family residential structure to encourage the use of natural-gas barbecues.
 14. Applicants shall participate in the Placer County Air Pollution Control District's Offsite Mitigation Program. Fees for single family residential units shall be collected at the time of small lot Final Map. Fees for multi-

family dwelling units shall be collected at the time of building permit issuance.

15. In conjunction with submittal of a development application for any projects within the Highway 65 Corridor Planning Area in Northwest Rocklin **that exceed the 2002 trip cap** (as calculated using the trip generation rates provided in the May 2016 Final Transportation Impact Analysis for the Northwest Rocklin Area General Development Plan), the applicant shall prepare and submit an Air Quality Emissions Estimate identifying the project's increase in estimated NO_x and PM₁₀ emissions from mobile sources as compared to those allowed under the 2002 trip cap. The estimated increase in mobile source emissions shall remain at or below 20.7 percent for NO_x and 17.7 percent for PM₁₀. If the emissions estimate identifies an increase beyond those identified above, the applicant shall submit an Air Quality Reduction Plan sufficient to reduce NO_x and/or PM₁₀ emissions to within the allowable emissions increases. The measures included in the Air Quality Reduction Plan would be anticipated to focus on the reduction of mobile source emissions by including project elements that encourage alternative modes of transportation, promote non-motorized transportation and result in the reduction of number of vehicle trips as well as vehicle trip lengths. The Air Quality Reduction Plan may also include payment of mitigation fees into the PCAPCD's Off-site Air Quality Mitigation Fund as a method of reducing NO_x emissions. PCAPCD's Off-site Air Quality Mitigation supports felt Fee program supports fleet modernizations, repowers, retrofits, and fleet expansions of heavy duty on- and off-road mobile vehicles/equipment; alternative fuels infrastructure or low emission fuel purchases; new or expanded alternative transit service programs; light-duty low emission vehicle (LEV) programs; public education; repower of agricultural pump engines, and other beneficial air quality projects. Mitigation fees collected from land use developments by the PCAPCD are distributed through the District's annual Clean Air Grant (CAG) Program, which would help to reduce regional NO_x emissions.

2002 Trip Caps are presented in the following table for reference purposes. Current Trip Caps applicable to properties within the Highway 65 Corridor Planning Area are contained Section 3.4.4 and Table 8 in Exhibit C of the North West Rocklin General Development Plan.

2002 Highway 65 Corridor Trip Allocation By Development Areas

	Dev. Area #	Acres	Zoning	TRIPS (ADT)	Potential Building Square Footage (in thousands)			
					BP	Comm	LI	Total
JBC	104	66.3	PD-BP/COMM	14,626	447	192	0	639
	105	23.6	OS	0	-	-	-	-
	106	24.3	PD-COMM	6,982	70	164	0	234
	Subtotal	114.2		21,608	517	356	0	873
Placer Ranch	107	38.4	PD-COMM	8,313	151	161	0	312
	108	68.0	PD-BP/COMM	14,764	451	193	0	644
	109	15.7	OS	0	-	-	-	-
	110	22.7	PD-BP	3,800	215	0	0	215
	111	2.3	OS	0	-	-	-	-
	Subtotal	147.3		26,877	817	354		1,171
William Jessup University	112	19.6	OS	0	-	-	-	-
	113	106.1	PD-LI	¹ 8,325	0	0	719	719
	114	30.1	PD-COMM	11,473	0	328	0	328
	Subtotal	155.8		19,798	0	328	719	1,047
Atherton Tech	115	81.8	PD-LI	² 8,760	39	0	91	130
	116	5.0	OS	0	-	-	-	-
	Subtotal	86.8		8,760	39		91	130
TOTAL		527.8		77,043	1,373	1,038	810	3,221

ADT: Average Daily Traffic

- 1 Includes traffic capacity for existing William Jessup University (assuming a student capacity of up to 1,200 students) within existing (2004) ring road.
- 2 Includes traffic capacity for existing occupied 659,700 square foot light industrial and office buildings. Remaining traffic capacity for new development in Atherton Tech Center (last 3 undeveloped parcels) is 3,130 trips.

E. NOISE

1. The following items shall be conditions of construction activity and be included in the notes on the face of the Improvement Plans:
 - a. All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer installed mufflers.
 - b. Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as is feasible.

- c. Those engaged in construction activity shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the Public Works Director or Building Official.
2. Upon review of an application for a Subsequent Entitlement, the Community Development Director shall determine the need for the applicant to prepare a noise analysis to determine the noise impacts to or generated by the proposed project. Mitigation measures for noise impacts identified in the study shall be incorporated into or made conditions of the project. Mitigation measures may include, but not be limited to, increased setbacks, site design alterations, residential design alterations, noise attenuation walls where appropriate, and special building materials, to the satisfaction of the City of Rocklin.
3. Development of residential uses within the 60 dB or greater contour shall use setbacks, barriers, or other measures as necessary to ensure that exterior noise levels at first-floor outdoor activity areas do not exceed standards in the City of Rocklin General Plan, as demonstrated by the project-specific noise analysis. Development shall also use building materials, systems (including heating and air conditioning that will allow residents to keep their windows closed) and/or other techniques necessary to ensure that interior noise levels do not exceed 45 dB.
4. Development involving commercial loading docks, schools, playgrounds, and parks (except on the parcel identified as the High School site and the Community Park site addressed in the following condition) shall be sited and designed to ensure that noise levels at nearby residential areas do not exceed stationary noise standards utilized by the City. An acoustical study may be required demonstrating compliance to the City prior to approval of the Subsequent Entitlements for this type of development, as determined by the Community Development Director.
5. Development of athletic fields and recreation areas associated with the high school and community park sites shall utilize site design techniques to reduce impacts to surrounding residential development. Prior to final design of high school and community park athletic fields and associated recreation areas, a noise analysis with recommendations shall be conducted to ensure that noise impacts from future operation of those facilities are reduced to the maximum extent feasible.
6. The design and construction of residential development projects adjacent to the High School and Community Park shall include solid noise barriers along the common boundaries.

F. PUBLIC UTILITIES

1. Development shall adhere to standard PCWA requirements. Applicants for Subsequent Entitlements shall enter into a Pipeline Extension Agreement with PCWA, as necessary, and provide all pipelines and facilities necessary to supply adequate amounts of water for domestic and fire protection purposes. All system improvements shall be subject to PCWA approval.
2. Subsequent Entitlements shall be conditioned to fund and install infrastructure required to provide for the wastewater conveyance needs for the proposed development. Prior to construction of improvements outside the project boundaries, the applicant shall submit to the City Engineer a construction plan that outlines the construction limits, construction schedule, traffic detours, noise and dust suppression, resident notification, and emergency service notification as requested by the City.
3. All other utilities, including but not limited to sewer, telephone, gas, and electricity, shall be provided to development under this GDP in accordance with the standards and requirements of the applicable provider.
4. Utility installations within all primary and secondary streets shall include stubs necessary to serve properties that are anticipated to develop after the primary or secondary street has been installed. The intent is to avoid the need to cut/trench through the new road surface and frontage improvements at a later date.
5. The planning and installation of public utilities within the public rights-of-way shall take the planned location of future landscaping into consideration. Elimination of planned landscaping shall be avoided to the fullest extent possible.
6. The 13-foot wide easement for the 36-inch water line located within the north side of the Whitney Ranch Parkway right-of-way shall not interfere with the overall implementation of landscaping and street tree installation. Compliance with this condition shall be demonstrated during Landscape Improvement Plan approval to the satisfaction of the Community Development Director and the Director of Public Works.

G. PUBLIC SERVICES

Fire

1. Subsequent Entitlements, shall be conditioned on providing and maintaining appropriate access into open spaces or undeveloped portions of the property per City of Rocklin Fire Department requirements.
2. Fire sprinkler systems shall be installed in structures constructed at a location outside of the service area of a funded fire station, as determined by the Rocklin Fire Chief. This condition, if applicable, shall be implemented at the time of approval of the building permits for the structure.
3. All portions of the exterior first floor of residential structures shall be within 150 feet of the public right-of-way or private street system to the satisfaction of the Fire Chief. Structures not capable of meeting this requirement shall be considered a special hazard and fire sprinkler systems shall be installed. This condition shall be implemented at the time of approval of the building permits.
4. Radio repeater towers shall be installed as needed within the project site to the satisfaction of the Fire Chief and City Engineer. Specific sites will be determined by the Fire Department, in conjunction with the approval of Subsequent Entitlements. Installation of the towers shall be deemed a cost of providing fire protection and emergency services. The towers shall be installed by City.

Parks

5. In lieu of paying City's neighborhood park fees, applicants for residential subdivisions in the Sunset Ranchos Planning Area shall dedicate land in fee to the City for neighborhood parks in substantial conformance with the Phasing Plan and General Development Plan, and shall improve neighborhood parks in conformance with the approved Park Master Plan for each site. All parkland shall be free of any physical condition and any title encumbrances that would prevent or unreasonably restrict use as a park site. Each tentative map shall be reviewed by the City to determine if a park site shall be included, as either an on-site or as an offsite improvement reasonably related to the subdivision, in conformance with the General Development Plan. If a park site is to be included, the tentative map shall be conditioned on the Developer entering into the City's standard form Subdivision Improvement Agreement Turn-Key Park to improve and dedicate the park site to the City. The agreement shall establish the timing of the improvements and dedication, as well as the equipment, facilities, and landscaping in the park, to the satisfaction of the Director of Community Facilities. If a park site is located as an off-site requirement of the respective map, then the subdivider shall, at the direction of the City, dedicate and construct a minimum of 20 foot wide access road to the park site. The agreement shall be executed prior to

recording the final map. The improvement and dedication to the City of parkland under this condition shall be at no cost to the City.

6. Plant materials used within the parks adjacent to open space shall be carefully chosen to make the parks appear as extensions of the native corridor. Designs shall be by a licensed landscape architect and approved by the City. Native trees, shrubs and groundcover materials shall be emphasized.

H. OPEN SPACE AND TRAILS

1. An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over the remaining portions of the general development plan zoned as OA (Open Area), for purposes of riparian area and creek protection.

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing; provided, that detention and/or retention basins and other improvements required by City may be permitted, and native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

2. An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over those hillside portions of the GDP which are to be left in open space and are beyond the building limit lines for purposes of hillside and bluff protection. The building limit lines shall be established as a part of the tentative map process.

The easement shall be in substantial compliance with the City's form Grant of Open Space and Conservation Easement, and shall prohibit among other things, grading, removal of native vegetation, deposit of any type of debris, lawn clippings, chemicals or trash, and the building of any structures, including fencing.

3. An open space management plan shall be prepared by project subdividers and approved by the City prior to recording of any final maps for the project. The Open Space Management Plan shall include a Fuels Modification Plan which addresses the following:
 - The removed brush and trees (under 6-inches diameter at breast height) within all fuel breaks should be chipped.

- All undeveloped lots shall be subject to the City's Weed Abatement Program and follow established guidelines for fuel modifications.
- Access points should be developed for open space areas, and the fuel break should have emergency vehicle access through the entire area.

I. PUBLIC SAFETY AND HAZARDS

1. Applications for Subsequent Entitlements within these portions of the Highway 65 Corridor Planning Area that have not already been studied (i.e., Development Areas 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116), shall include a Phase I Environmental Site Assessment as required by the Community Development Director to determine the potential for site contamination.
2. If evidence of soil contamination, such as stained or odorous soils, or other evidence of hazardous materials is encountered during construction or development activities, work shall cease until an environmental professional, retained at the applicant's expense, has evaluated the situation and identified necessary and appropriate follow-up actions. As part of this process, the City shall ensure that any necessary investigation and/or remediation activities conducted in the project area are coordinated with Placer County Division of Environmental Health, and, if needed, other appropriate State agencies.
3. If, during construction in the GDP Area, groundwater is encountered and dewatering activities are required, the water shall be analyzed by an environmental professional, retained at the applicant's expense, to determine if the water contains unsafe levels of pesticides, herbicides, nitrates, or other contaminants. Work shall not continue until results of the water analyses have been reported and the Placer County Division of Environmental Health has been informed of the results and has provided guidance.
4. Applicants for Subsequent Entitlements shall implement the recommendations contained in the Phase I Environmental Site Assessments prepared for the three portions of the project site (Sunset Ranchos, Parcel K, and SR 65 Corridor) as a condition of development approval to ensure that the potential environmental conditions associated with the properties do not present a health and safety hazard to the environment, the site workers, or the public. The recommendations include, but are not limited to, confirmation as to whether illegally applied pesticides, herbicides, or nitrates are present in soil and water on the property, investigation of potential heating oil tanks or hazardous building materials associated with on-site residences, and further investigation of

trash pits at the development site. Additional site investigations shall be coordinated with the Placer County Division of Environmental Health and any required remediation shall be completed per Conditions I-2 and I-3 above.

J. VISUAL RESOURCES

1. Light standards on commercial properties shall be placed to minimize adverse light and glare on adjacent residential properties.
2. High intensity light producing uses, such as stadiums and ball fields, shall be located and oriented to minimize visual impacts on adjacent residential areas. Lighting for stadiums and ball fields shall be shielded and designed to distribute light in the most effective and efficient manner, using the minimum amount of light to achieve the necessary illumination for the use.
3. Lighting within residential and non-residential development projects shall be designed to the extent practicable to incorporate downcast lighting, shielding, and other measures commonly employed as “dark sky” provisions. Lighting on the outside of non-residential buildings shall consist of cut-off shoebox type lighting fixtures, or equivalent, and be mounted such that all light is projected directly toward the ground. Light poles, other than those associated with street lights, the Community Park, and High School facilities, shall be a maximum of 20’ in height as measured from grade to the top of the light. Lighting design plans shall be approved by the Director of Community Development for compliance with this condition.

K. CULTURAL RESOURCES

1. The following requirements shall be made conditions of approval of all Subsequent Entitlements and shall be included as notes within all improvement plans for development within the GDP area:
 - a. If, during construction, the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource (such as CA-PLA-616) that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and a representative of the Indian Community shall be immediately notified. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the applicant's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtained from the Indian Community within 72 hours (excluding weekends and State and federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. If the discovered cultural resource is neither a Native American artifact, a Native American site, an historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, an historical resource, nor an unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

- b. If, during construction, the project applicant, any successor in interest, or any agents or contractors of the project applicant or successor discovers any human remains, the following steps should be taken:
- 1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
 - a) The project applicant or its successor in interest contacts the Placer County Coroner so that Coroner can determine whether any investigation of the cause of death is required, and
 - b) If the Coroner determines the remains to be Native American:
 - i. The Coroner shall contact the Native American Heritage Commission within 24 hours (excluding weekends and State and federal holidays). After hearing from the Coroner, the project applicant or its successor in interest shall immediately notify the City of Rocklin and a representative from the Indian Community of the Coroner's determination, and shall provide the Indian Community the opportunity, within 72 hours thereafter, (excluding weekends and State and federal holidays) to identify the most likely descendant.
 - ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
 - iii. The most likely descendent, as identified by either the Native American Heritage Commission or the Indian Community, may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided

in Public Resources Code section 5097.98,
or

- 2) Subject to the terms of paragraph 3) below, where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.
 - a) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours (excluding weekends and State and federal holidays) after being notified by the Commission.
 - b) The Indian Community is unable to identify a most likely descendent, or the most likely descendant identified by the Indian Community failed to make a recommendation within 72 hours (excluding weekends and State and federal holidays) after the project applicant or its successor notified the Indian Community of the discovery of human remains; or
 - c) The landowner or its authorized representative rejects the recommendation of the descendant identified by the Commission, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.
 - 3) In the event that the Coroner determines that the remains are Native American in origin, and the Native American Heritage Commission and the Indian Community agree that the remains are of a person associated with the historic United Auburn Indian Community, the project applicant or its successor, if permitted by state law, shall provide the remains and any associated grave goods to the Indian Community with the understanding that the Indian Community will provide for burial with appropriate dignity at an appropriate location that will not be subject to future disturbance.
2. During the review process for any land use entitlement involving property currently containing prehistoric resource PL-2, it shall be determined by discussions between the applicant and the City of Rocklin whether it is

feasible to preserve the boulder in place. If in place preservation is selected a deed restriction shall be recorded for that site, in the name of the Indian Community, requiring the preservation of the site. This deed restriction shall run with the land, and shall bind all successors in interest.

Prior to grading within 50 feet of prehistoric resource PL-2, an open space area around the boulder of at least 100 feet in diameter shall be created to preserve the site, and provide public interpretation of the site through signage. Some measure of protection, such as fencing, must be afforded to the deposit if it is present.

3. If in-place preservation of prehistoric resource PL-2 is not possible, the project applicant shall consult with concerned Native Americans and move the boulder to another location where it can be preserved. A deed restriction would then be recorded for that site, in the name of the Indian Community, requiring the preservation of the site. This deed restriction shall run with the land, and shall bind all successors in interest. An open space area around the boulder of at least 100 feet in diameter shall be created to preserve the site, and provide public interpretation of the site through signage. If a deposit is present at the time the boulder is moved, data recovery excavations shall be conducted in the area of its original location to the satisfaction of the Community Development Director.

L. GEOLOGY, SOILS, AND SEISMICITY

1. Applications for Subsequent Entitlements in areas with possible soil instability, earthquake faults or other geologic hazards shall include soils and/or geotechnical analysis of the proposed development. Preliminary reports must be submitted during review of tentative map, use permit, or design review applications. Final reports are required to be submitted concurrent with improvement plans. The geotechnical investigation shall be prepared by a professional engineer or geologist registered in the State of California in accordance with State regulations and to the satisfaction of the City. The City shall ensure recommendations pertaining to site preparation, construction, and building and roadway design are identified in the geotechnical report and are incorporated into each project design through the plan check and inspection process.
2. If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted to obtain a blasting permit shall include a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast

blankets, and traffic groundshaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media and affected residents and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

M. HYDROLOGY, WATER QUALITY, AND DRAINAGE

1. The application for the first Subsequent Entitlement in the Sunset Ranchos and Highway 65 Planning Areas shall include a master drainage plan for the undeveloped properties to the satisfaction of the City Engineer. The master drainage plan(s) shall be based generally upon the stormwater detention system shown in the General Development Plan, and shall comply with all provisions of the GDP and adopted mitigation measures.
2. The application shall also include a program for the operation and maintenance of all privately owned drainage facilities and improvements located outside of the public right-of-way (including all facilities and improvements described in this Section M.) to the satisfaction of the Public Works Director. The program shall include monitoring the depth of sediment in detention facilities every two years or other time frame approved by the Public Works Director. If it is determined (through consultation with the Public Works Director) that sediment needs to be removed from detention facilities to ensure adequate stormwater capacity is available, the entity responsible for maintenance shall implement appropriate BMPs to protect terrestrial and aquatic resources and water quality to the satisfaction of the Public Works Director. Sediments removed shall be tested for contaminants and disposed of according to laws and regulations in effect at that time. Responsibility and financial obligations for implementation of the program shall be identified and included as part of the program, and shall include assignment of responsibility to HOA's as appropriate.
3. Mosquito control associated with privately-owned drainage facilities shall be required to be performed by the Homeowners' Association.
4. An appropriate restriction shall be recorded over the detention and/or retention basin(s) to assure their availability and use for detention and water quality purposes in perpetuity.
5. All Subsequent Entitlements shall be conditioned on the property owner entering into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any

assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from subdivider's construction of improvements or development of the subdivision and shall be recorded and binding on successors in interest of subdivider.

6. On-site detention, where required, shall be provided to meet Placer County Flood Control and Water Conservation District (PCFCWCD) criteria set forth in Section VII of PCFCWCD's Stormwater Management Manual (SWMM). The SWMM requires, if on-site detention basins are to be used to mitigate downstream flooding effects due to project related increased peak flows, that the objective flow shall be taken as the estimated pre-development peak flow rate less 10 percent of the difference between the estimated pre-development and post-development peak flow rates from the site. This standard shall be used for storm frequencies of 2-year, 10-year, and 100-year storm events, but need not be greater than a 10 percent reduction. In no case shall the objective flow be less than the flows indicated in Figure 7-1 of the SWMM. However, in the event the results of stormwater runoff modeling indicate that on-site detention would exacerbate downstream flooding conditions when applying PCFCWCD numerical criteria, the City shall coordinate with the PCFCWCD to identify appropriate use, location, and sizing of project detention facilities and implement a solution that will ensure conformance with PCFCWCD standards.
7. Installation and design of detention basins shall be in accordance with PCFCWCD's SWMM and in conformance with the applicable master drainage plan. The results of hydrologic modeling shall be used to confirm that the capacity of the on-site detention facilities is adequate to detain the stormwater runoff anticipated following development. In concert with the stormwater system design, the capacity of off-site culverts or existing and/or planned regional detention facilities shall be evaluated to determine whether over-sizing is necessary to accommodate each development's incremental contribution.

8. Where development under a Subsequent Entitlement propose bridge footings or related structures at roadway crossings within the 100-year floodplains of the Orchard Creek and Pleasant Grove Creek tributaries, approval shall be conditioned in preparation of a hydraulic study shall be prepared to the satisfaction of the City Engineer to estimate potential changes in water surface elevations those locations. Should the results of the study indicate water surface elevations will be increased at any location upstream or downstream of the proposed crossing, such that developed locations adjacent to floodplain boundaries would be subject to new or exacerbated 100-year flood hazards, the location and/or design of the bridge crossings shall be modified, as appropriate, to reduce the potential for increased water surface elevations.
9. Application for Subsequent Entitlements within the State Route 65 Corridor shall include supplemental drainage studies to the satisfaction of the City Engineer to comply with Policy 3 of the Community Safety element of the Rocklin General Plan. The supplemental studies shall use the best and most recent information available in drainage reports, and other relevant information as appropriate. Conformance with section VII of PCFCWCD's Stormwater Management Manual (SWMM) shall be incorporated into project designs.
10. A storm water pollutant prevention plan (SWPPP), prepared in conformance with the State Regional Water Quality Control Board regulations, shall be a part of the drainage improvement plans for each development to control construction site runoff.

Typical Best Management Practices/Best Available Technologies (BMPs/BATs) that could be used during construction of development projects in the GDP Area include, but are not limited to, the following:

Temporary facilities such as waddles, sandbags, and hay bales may be used during construction. Temporary facilities are designed to help control dust and will capture a majority of the siltation resulting from construction activities prior to discharging into existing natural channels. In addition, they will trap possible fuel and oil spills from construction equipment to prohibit contamination of surface flows or groundwater. The construction contractor would be required to monitor and maintain all BMPs/BATs during construction to ensure they function properly.

11. Appropriate BMPs/BATs shall be incorporated into project designs to reduce urban pollutants in runoff, consistent with goals and standards established under federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Stormwater runoff BMPs selected from the Storm Water Quality Task Force (*California Storm Water Best Management Practices Handbook, 1993*),

the Bay Area Stormwater Management Agencies Association *Start at the Source Design Guidance Manual*, or equally effective measures shall be identified prior to final design approval. To maximize effectiveness, the selected BMPs/BATs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs/BATs shall be identified.

Typical BMPs and BATs that could be used at the Proposed Project include, but are not limited to, the following:

- Application of appropriate signage to all storm drain inlets indicating that they outlet to the natural drainageways;
- Application of a street sweeping program to remove potential contaminants from street and roadway surfaces before they reach drainages;
- Installation of oil and grit separators to capture potential contaminants which enter the storm drain system;
- Minimize sources of concentrated flow by maximizing use of natural drainages to decelerate flows, collect pollutants and suspended sediment;
- Establish vegetation in stormwater drainages to achieve optimal balance of conveyance and water quality protection characteristics;
- Placement of velocity dissipaters, rip-rap, and/or other appropriate measures to slow runoff, promote deposition of waterborne particles, and reduce the erosive potential of storm flows;
- Prompt application of soil protection and slope stabilization practices to all disturbed areas;
- Use sedimentation basins to collect and temporarily detain storm water runoff to provide ample settling time before runoff is discharged;
- Creation of storage basins consisting of depressed areas, usually lined, that are sized to hold storm runoff and settle out material (the facility usually has a type of outlet device that is above the bottom of the basin or a small rip rapped berm over which the treated water can flow);
- Creation of a below-ground storage basin consisting of vertical or horizontal corrugated metal or HDPE pipes sized to allow the volume of water required to be treated to percolate into the ground;
- Use of fossil filters consisting of small filters that are placed like troughs around the inside top drain inlets or at ditch outlets.
- Creation of underground stormwater interceptors, which are underground tanks, similar to septic tanks, that are designed to allow material to settle out and also can have a grease trap to separate oil and petroleum products, prior to discharge; and

- Use of rock-lined ditches, which are surface ditches that are lined with rock, with or without filter material, with the rock lining material designed to allow water to filter into the ground.

Provisions for the maintenance and periodic inspection of permanent facilities shall be addressed in the program required by condition M.2., above. These provisions shall include periodic inspection, cleaning, and the replacement of filter materials, as necessary, to retain the integrity of the BMP/BAT.

12. All Subsequent Entitlements shall be conditioned so as to prohibit any development (including preliminary development activity on the site) that will result in a net increase in the volume of stormwater flows, as compared to undeveloped conditions, downstream of the GDP Area, until a regional retention facility designed to accommodate the increased flow is available to receive the flow. To be “available to receive the stormwater flows” from the site of the development, the regional retention facility must be constructed and in operation, and the owner of the development site must have the right to use the facility on a permanent basis for this purpose. Development which, through onsite or offsite retention or detention or otherwise, does not result in a net increase in the volume of stormwater flows, as compared to undeveloped conditions, downstream of the GDP Area, shall not be subject to this prohibition.

N. LANDSCAPING

1. Parking lot landscaping shall be designed to filter light and daytime glare from distant views, through the use of dense canopy shade trees, earth berms and continuous perimeter landscape plants. Parking lots shall also include a minimum 15-foot wide perimeter landscaping area and/or earth berming along adjacent streets to assist in screening the views of parked cars.
2. All street landscaping, whether publicly or privately owned, shall be irrigated by a permanent drip system or low water consumption system acceptable to the City Rocklin. All street landscape areas shall be maintained by an adjacent commercial, business/professional, or industrial user, or a Homeowner's Association, placed into the City Landscape and Lighting District, or into a Community Facilities District, or similar financing district, as determined by the City.

O. BIOLOGICAL RESOURCES

1. Applications for Subsequent Entitlements within the GDP Area, except the Sunset Ranchos Planning Area, shall include a special-status plant survey

which shall be conducted during the appropriate blooming period for species expected to occur in the area.

2. Unless otherwise specified in a mitigation plan approved by the City or appropriate resource agency, disturbed special-status plant populations shall be transplanted to an approved mitigation site and/or mitigation credits shall be purchased in an approved mitigation bank to ensure no net loss of rare plant populations.

Transplanted populations will be monitored by a qualified biologist/botanist for a period of 5 years. If there is greater than 80 percent survival of transplanted individuals the mitigation will be considered a success. Additional plants will be required if the 80 percent survival goal is not met.

3. Applications for Subsequent Entitlements within the Highway 65 corridor Planning Area shall include wetland delineations on the land.
4. Subsequent Entitlements shall be appropriately conditioned to require avoidance of any net loss of seasonal wetlands and jurisdictional waters of the United States, or the bed, channel, or bank of any stream. Such avoidance may be achieved by implementing and complying with the provisions of the Clean Water Act, as administered by the U.S. Army Corps of Engineers, under Section 404 of the Clean Water Act, and under Sections 1600-1607 of the California Fish and Game Code, as administered by the California Department of Fish and Game (CDFG), which includes obtaining all required permits from the U.S. Army Corps of Engineers and entering into a Streambed Alteration Agreement with CDFG and complying with all terms and conditions of those permits and agreements.

Satisfaction of the conditions shall require the applicant to submit to the Community Development Director and the City Engineer verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the development project meets all regulations and that the applicant has obtained all required permits relating to wetlands and waterways.

5. The following information shall be included as a note within the improvement plans for any development project within the Sunset Ranchos Planning Area:

Measures to protect VELB are already outlined in the Biological Opinion for the Sunset Rancho's Project dated July 21, 2000 and amended on October 13, 2000 (Service File 1-1-00-F-0044, Corps File 199800668) as

part of General Condition 11 of the Nationwide Permit No. 26 wetlands fill permit for that project. These measures may include the following:

All contractors and construction crews shall be briefed by a qualified biologist on the status of VELB (federally listed as threatened) and the need to protect its host plant, requirements to avoid damaging elderberry plants, and possible penalties for not complying with identified mitigation and monitoring measures. All elderberry stems of at least 1.0 inch diameter at ground level that cannot be avoided during construction activities shall be transplanted to an USFWS-approved mitigation area.

All transplanting of elderberry plants shall occur during the plants' dormant season (November to mid-February) and follow the standards set forth in the USFWS *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (July 9, 1999).

As elderberry shrubs do not occur within the Parcel K Planning Area or the Highway 65 corridor Planning Area, this condition shall not apply in those areas.

6. Prior to approval of improvement plans or grading activity, the applicant shall mitigate for the loss of Swainson's Hawk foraging habitat by providing 0.5 acre of replacement Swainson's Hawk habitat land for each acre of land to be developed. The mitigation may be in the form of conservation easements or fee title to an appropriate entity. The location of the habitat area is encouraged, but not required to be within Placer County. Habitats located within the north half of the Central Valley, from the Stanislaus River to Redding shall be deemed acceptable. Applicant shall verify that this condition has been met to the satisfaction of the Community Development Director.
7. Prior to construction on a development project within the GDP Area, the applicant, in consultation with the City of Rocklin and CDFG, shall conduct a pre-construction breeding-season (approximately February 15 through August 30) survey of the development project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the development project site. (No surveys are required if construction activities occur outside of the breeding season.)

If phased construction procedures are planned for the development project, the results of the above survey shall be valid only for the season when it is conducted. A new survey shall be conducted for construction occurring in subsequent seasons.

A report shall be submitted to the City of Rocklin, following the completion of the raptor nesting survey that includes, at a minimum, the following information:

A description of methodology including dates of field visits, the names of survey personnel with resumes, a list of references cited and persons contacted, and a map showing the location(s) of any raptor nests observed on the project site.

If the survey does not identify any nesting raptor species on the project site, no further mitigation shall be required. However, should any raptor species be found nesting on the project site, the following mitigation conditions 8 and 9, below, shall be implemented.

8. The applicant, in consultation with the City of Rocklin and CDFG, shall direct construction activities to avoid all birds-of-prey nest sites located in the development project site during the breeding season while the nest is occupied with adults and/or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFG. Highly visible temporary construction fencing shall delineate the buffer zone.
9. If a legally-protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young are no longer dependent on the nest site as determined by a qualified biologist.
10. Applications for Subsequent Entitlements for vacant properties located within the Highway 65 Corridor Planning Area shall include surveys for federally listed vernal pool crustaceans completed during the appropriate active period, or alternatively, the applicant may assume presence of these species on the project site and mitigate accordingly.
11. Approval of Subsequent Entitlements shall be conditioned to require no net loss of vernal pool crustaceans and their habitat. This may be achieved through the Section 404/Section 7 Consultation permit process, in accordance with typical standards used by the U.S. Fish and Wildlife Service. This requirement shall be implemented prior to approval of improvement plans or any land use entitlements.

There are three options for mitigation of project-related impacts to vernal pool crustacean habitat.

Option 1: The applicant shall establish an USFWS-approved mitigation bank. The applicant shall reconstruct vernal pool crustacean habitat at a replacement ratio of 1:1 for vernal pool crustacean habitat creation AND 2:1 for vernal pool crustacean habitat preservation for each acre of vernal pool crustacean habitat impacted.

The applicant shall permanently protect the agreed-upon acreage of vernal pool crustacean habitat within the mitigation bank via a USFWS-approved conservation easement, to be held by an USFWS-approved entity.

Option 2: The applicant shall pay into the USFWS vernal pool crustacean mitigation fund. The replacement ratio would be 1:1 for vernal pool crustacean habitat creation AND 2:1 for vernal pool crustacean habitat preservation for each acre of vernal pool crustacean habitat impacted.

Option 3: The applicant shall purchase vernal pool crustacean mitigation credits from an existing mitigation bank. The replacement ratio would be 1:1 for vernal pool crustacean habitat creation AND 2:1 for vernal pool crustacean habitat preservation for each acre of vernal pool crustacean habitat impacted.

Applicants shall submit to the Community Development Director and the City Engineer verification from the USFWS that the project meets all regulations and that the developer/subdivider has obtained all required permits relating to vernal pool crustacean habitat

12. Temporary fencing shall be erected at locations determined by City Engineer during all construction operations, to prevent encroachment into riparian areas, woodland tree canopies, or other sensitive locations.

**NORTH WEST ROCKLIN
GENERAL DEVELOPMENT PLAN
EXHIBIT C TO PDG-99-02 ET AL / PDG2017-0004 and Z2017-0005**

**NORTHWEST ROCKLIN
GENERAL DEVELOPMENT PLAN AMENDMENT**

By

Community Development Department
City of Rocklin
California

Prepared for:



Sunset Ranchos Investors, LLC

**Adopted and amended by Rocklin City Council Ordinance Nos. –
858, 882, 884, 892, 898, 941, 991, 1000, 1014, 1041, 1055, 1060 and #####**

Final Approval Date

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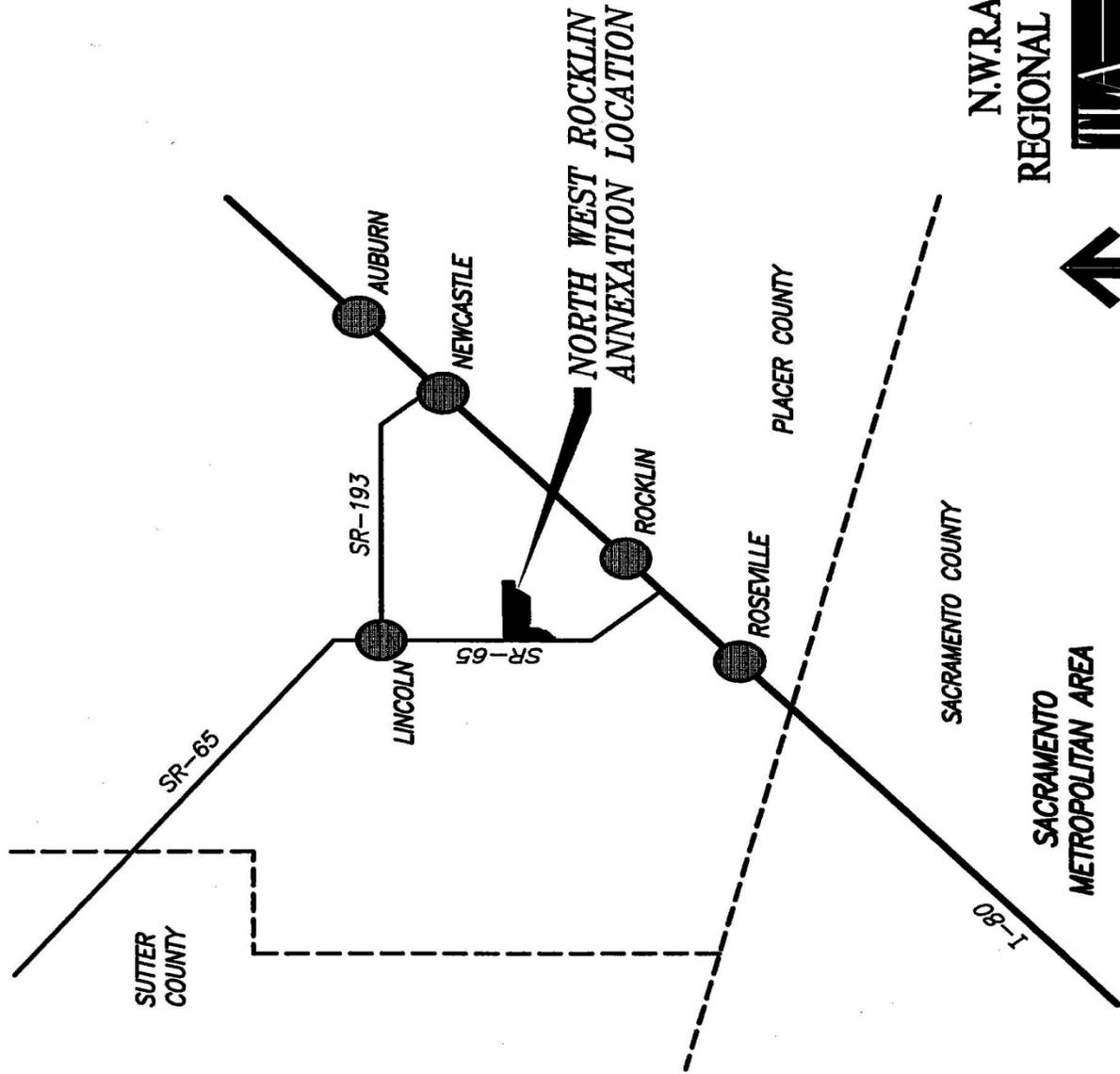
CHAPTER ONE - INTRODUCTION

1.1 Purpose of General Development Plan

A General Development Plan (GDP) is a planning document that defines, in detail, the development criteria for a project area. Chapter 17.60 of the Rocklin Municipal Code establishes the Planned Development process as a “means to provide for greater flexibility in environmental design than is provided under the strict application of the zoning and subdivision ordinances.” With that intent, the North West Rocklin Area General Development Plan (“NWRA GDP”) has been crafted to allow the integrated development of the 1,871-acre project in a manner that will a) promote the development of developable areas and avoid sensitive environmental areas, b) encourage creative and innovative design by allowing flexibility in property development standards, c) encourage the preservation of open space, and d) accommodate various types of large scale, complex and phased development in the planning area. More specifically, the NWRA GDP:

1. Establishes the interrelationship among land uses in the plan area.
2. Specifies permitted and conditionally permitted uses for all parcels and the intensity of the uses.
3. Establishes development standards such as the lot sizes, building setbacks, and height limits.
4. Identifies the width and general location of roadways necessary to serve the development
5. Identifies the needs and supply sources of water, sewer, drainage, and other public service needs of the project.
6. Provides guidance for the preparation of tentative maps, with regards to design features such as street alignments and cross-sections, lot size and lot orientation

The GDP will serve as the regulatory land use document for the North West Rocklin area. All provisions of the Zoning Ordinance (Title 17 of the Rocklin Municipal Code) shall apply to this project unless otherwise specified in this GDP.



N.W.R.A.
 REGIONAL MAP

 TERRANCE F. LOWELL
 & ASSOCIATES, INC.
 FIGURE 1

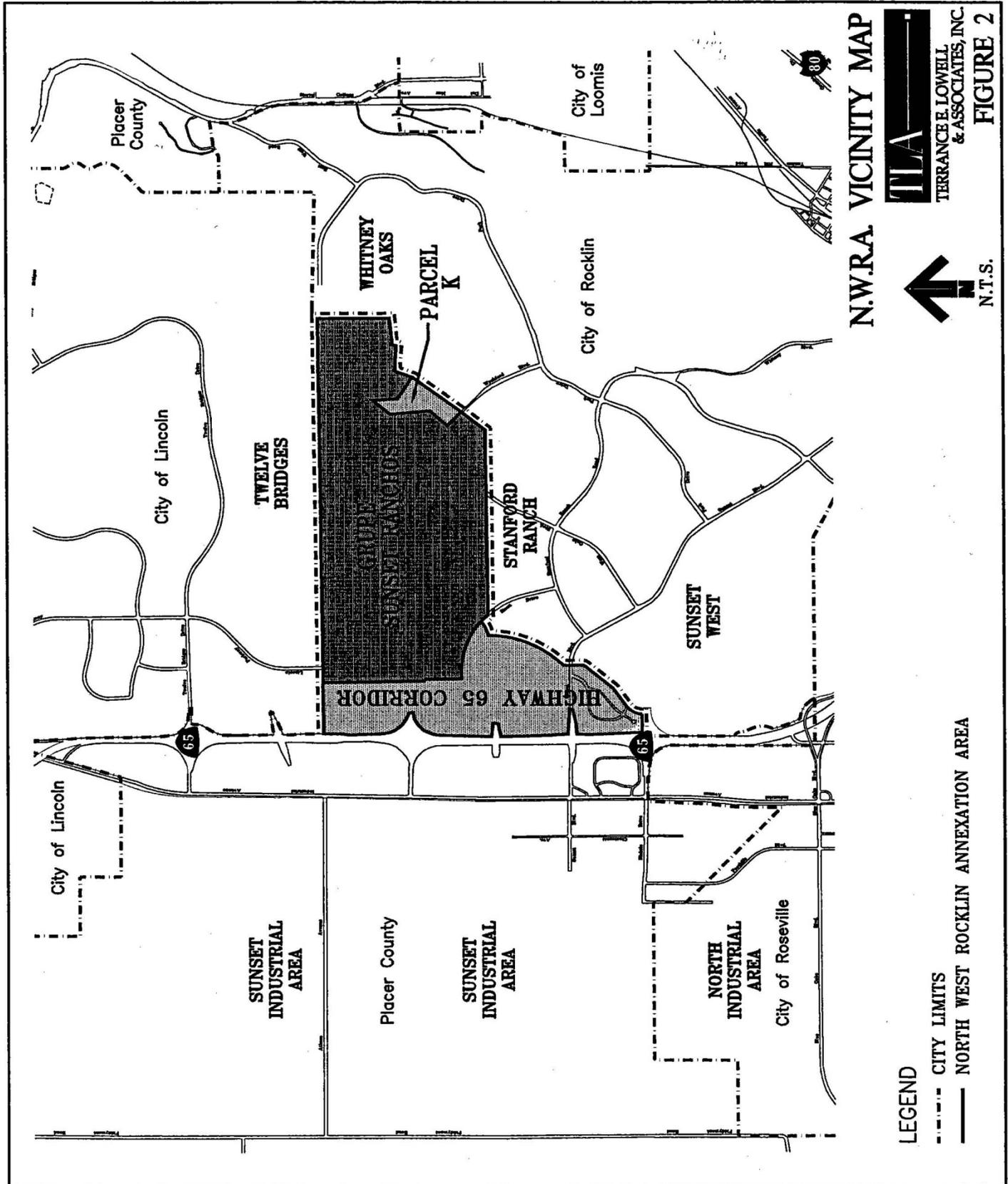


1.2 Plan Area Location and Description

The North West Rocklin Plan Area is approximately 1,871 acres located in the northwest corner of the City of Rocklin. Rocklin is located in the County of Placer, about 20 miles northeast of the City of Sacramento.

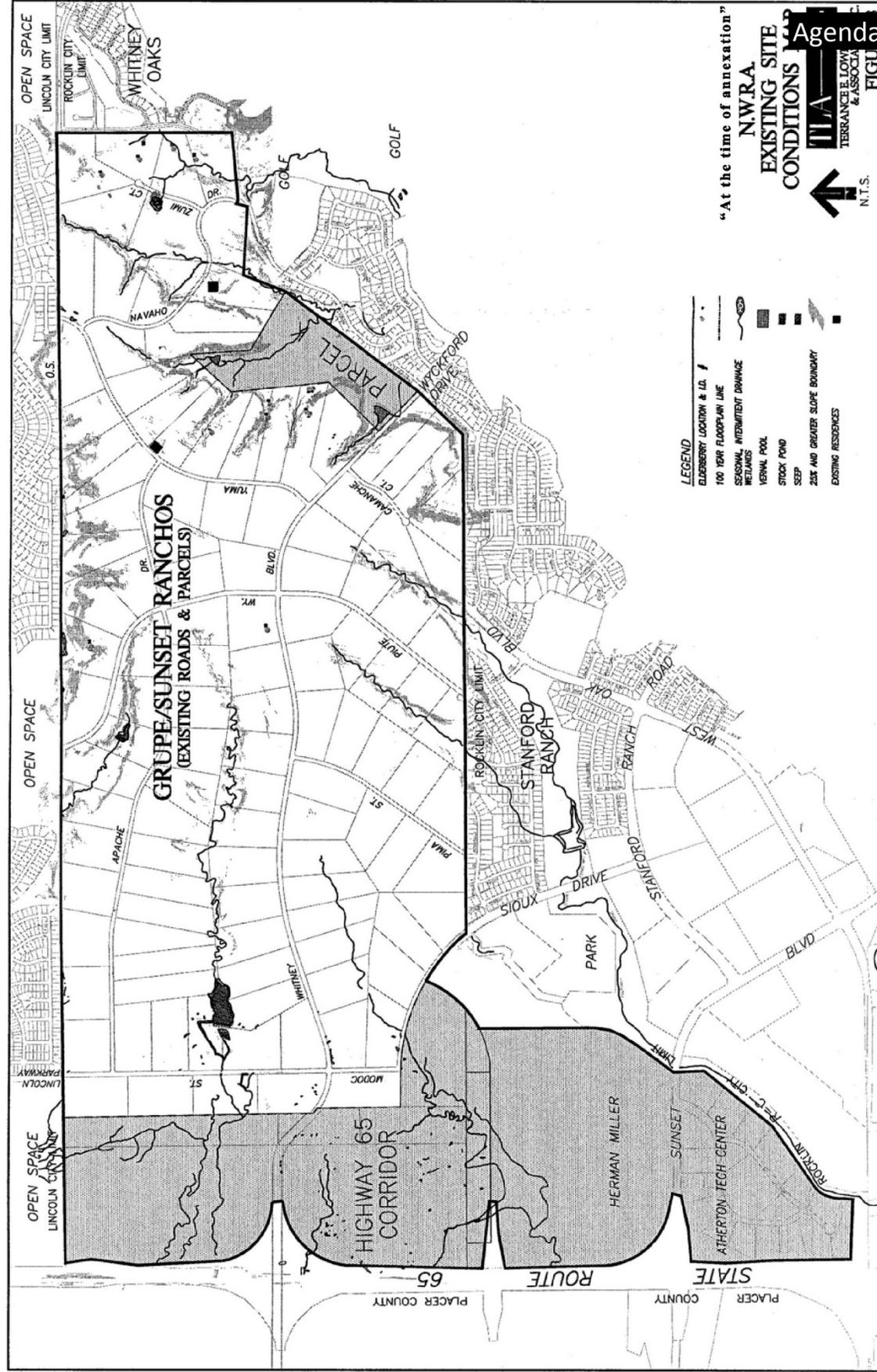
The North West Rocklin Plan Area is contiguous to SR 65 on the west and the Twelve Bridges Specific Plan area in the City of Lincoln on the north. Within the City of Rocklin, the Whitney Oaks project is to the east with Sunset West and Stanford Ranch on the south. West of the plan area is the Sunset Industrial Area in the County of Placer.

The North West Rocklin Plan Area's location within the regional setting is presented in Figure 1 and a vicinity map is presented in Figure 2. Figure 3 shows the existing site conditions at the time of the annexation, which influenced future land uses for the plan area.



TIA
 TERRANCE LOWELL
 & ASSOCIATES, INC.
FIGURE 2

LEGEND
 - - - - - CITY LIMITS
 - - - - - NORTH WEST ROCKLIN ANNEXATION AREA



The North West Rocklin Area contains three distinct planning areas: Sunset Ranchos (aka Whitney Ranch), Highway 65 Corridor, and Parcel K. Table 1 presents a summary of proposed land uses in the three planning areas and Figure 2 shows their locations.

Table 1				
Summary of Land Uses by Planning Area				
Planning Area	Acreage	Existing Use	Dev. Unit	Proposed Zoning and Use
Sunset-Ranchos aka Whitney Ranch	1,296.3	Single-family homes, Apartments, Condominiums, High School, parks	1 to 69	Planned Development (PD) <ul style="list-style-type: none"> • up to 3,146SF dwelling units • up to 1,106 MF dwelling units • 17.3 acres (187,300 sq. ft.) commercial • 2 Elementary Schools (22.4 ac.) • 1 Junior High School (19.9 ac.) • 1 High School (50.0 ac.) • 57.3 ac. Public Parks/ • 5.2 ac. Private Recreation Facilities • 199.8 ac. Open Space
Highway 65 Corridor:	527.8			Planned Development (PD)
• Atherton Tech	81.8 ac. 5 ac.	Light Industrial Open Space	115 116	Light Industrial (81.8 ac.) Open Space (5 ac.)
• William Jessup University	155.8 ac.	University and vacant land	113 A 113 B 113 C 114 112	Light Industrial (13.9 ac.) Light Industrial/MU (17.7 ac.) WJU Campus (74.5 ac.) Commercial (30.1 ac.) Open Space (19.6 ac.)
• Placer Ranch	147.3 ac.	Vacant	107 A 107 B 108A 108B 110 109/111	Commercial (32.4 ac.) Commercial (6.0 ac.) Bus. Prof./Commercial (47.6 ac.) 174 SF dwelling units (20.4 ac) 196 SF dwelling units (22.9 ac.) Open Space (18 ac.)
• JBC Investments	114.2 ac.	Vacant	106 104 105	Commercial (24.3 ac.) Bus. Prof./Commercial (66.3 ac.) Open Space (23.6 ac.)
• Core Roadways	23.7 ac.			
Parcel K	47 ac.	Single-family residential		Developed <ul style="list-style-type: none"> • 109 SF dwelling units • Open Space (3.2 ac.)

CHAPTER TWO – ZONING DISTRICTS AND RELATIONSHIP TO THE ROCKLIN MUNICIPAL CODE

2.1 Relationship to the Rocklin Municipal Code

All provisions of the Rocklin Municipal Code (R.M.C.) shall apply to this project unless otherwise specified in this General Development Plan. Whenever there is a conflict between Title 16 and Title 17 of the R.M.C. and this General Development Plan, the provisions of the General Development Plan shall prevail.

2.2 Zoning Districts

To encourage a more creative and flexible approach to the use of land in this planning area, the General Development Plan identifies the zoning for Northwest Rocklin as a Planned Development (PD).

The Northwest Rocklin General Development Plan will utilize the following zoning categories.

- PD-1.6** Residential – One-and-six tenths (1.6) dwelling units to the gross acre.
 Purpose: To provide for low density, single family-detached residential units, with minimum lot size of 11,000square feet.
- PD-2.1, 2.5C-3.3** Residential Cluster – Two-and-one tenths (2.1) through three-and-three tenths (3.3) dwelling units to the gross acre.
 Purpose: To provide for low density, single family-detached residential units, with minimum lot size of 7,000 square feet.
- PD-2.9C – 3.8C** Residential Cluster – Two-and-nine tenths (2.9) through three-and-eight tenths (3.8) dwelling units to the gross acre.
 Purpose: To provide for low density, single family-detached residential units, with minimum lot size of 6,000 square feet. This zoning category applies to parcels with extensive slope constraints. Smaller lot sizes allows slope areas to be preserved as permanent open space.
- PD-3A** Residential – Three (3) dwelling units to the gross acre.
 Purpose: To provide for low density, single family-detached residential units, with minimum lot size of 11,000 square feet.
- PD-3B** Residential – Three (3) dwelling units to the gross acre.
 Purpose: This designation shall apply to the Parcel K area next to Stanford Ranch. It will provide for low density, single family-detached residential units, with minimum lot size of 7,500 square feet.
- PD-3.5C – 5.4C** Residential Cluster – Three-and-five tenths (3.5) through five-and-four-tenths (5.4) dwelling units to the gross acre.
 Purpose: To provide for medium density, single family detached and attached residential units, with minimum lot size of 4,000 square feet. This zoning category applies to parcels with extensive slope

constraints. Smaller lot sizes allows slope areas to be preserved as permanent open space.

- PD-4** Residential – Four (4) dwelling units to the gross acre.
 Purpose: To provide for medium density, single family-detached residential units, with minimum lot size of 7,500 square feet. See note (1).
- PD-4.2 - 5** Residential – Four-and-two tenths (4.2) through five (5) dwelling units to the gross acre.
 Purpose: To provide for medium density, single family detached and attached residential units, with minimum lot size of 6,000 square feet.
- PD-6.5 – 6.6** Residential – Six-and-five tenths (6.5) through six-and-six tenths (6.6) dwelling units to the gross acre.
 Purpose: To provide for medium density, single family detached or attached residential units, using traditional and non-traditional lot designs. A minimum lot size of 3,000 square feet is required.
- PD-7.3–10A** Residential – Seven-and-three tenths (7.3) through ten (10) dwelling units to the gross acre.
 Purpose: To provide for medium density, single family detached or attached residential units, using traditional and non-traditional lot designs. A minimum lot size of 2,400 square feet is required.
- PD-8.7A** Residential – Eight-and-seven tenths (8.7) dwelling units to the gross acre.
 Purpose: To provide for medium high density, single family-detached or attached residential units, using traditional and non-traditional lot designs. A minimum lot size of 2,500 square feet is required.
- PD-10 - 12** Residential – Ten (10) through Twelve (12) dwelling units to the gross acre.
 Purpose: To provide for medium high density, single-family detached or attached, multi-family residential units, apartments, townhouses, condominiums, or cluster design.
- PD-18 – 20** Residential – Eighteen (18) through Twenty (20) dwelling units to the gross acre.
 Purpose: To provide for high density, multi-family attached residential units, apartments, townhouses, condominiums, or cluster design.
- PD-22+** Residential – **Minimum** Twenty-two (22) dwelling units to the gross acre.
 Purpose: To provide for high density, multi-family attached residential units, apartments, townhouses, condominiums, or cluster design. This category is intended to help the City achieve its regional housing needs allocation.

Thus, the minimum density is set with no maximum cap. No project will be approved if the density is below 22 dwelling units per gross acre.

PD-BP Business Professional
 Purpose: To provide opportunities for developing and operating professional and administrative offices.

PD-COMM Commercial
 Purpose: To provide a large concentration and mix of retail and services to meet the needs of local residents and employees of the plan area. Office uses will be limited to no more than 30% of the total building square footage.

PD-NC Neighborhood Commercial
 To provide a mix of retail and services to meet the needs of local residents. Due to limited parcel size and proximity to single-family residential uses, uses in this district will be limited in types, intensity, and design compared to the community commercial district.

PD-BP/COMM Business Professional/Commercial
 Purpose: To provide opportunities for developing and operating professional and administrative offices while allowing limited amount (maximum of 30% of site) retail commercial uses that are compatible with office uses.

PD-LI Light Industrial
 Purpose: This district is intended primarily for light industrial uses such as manufacturing, assembly, research and development as well as limited office uses that are compatible with industrial uses and light Industrial land uses in a campus-like setting.

SCHOOL School Facilities
 Purpose: To reserve land for the construction of future school facilities. These parcels will be reserved for purchase by the Rocklin Unified School District (RUSD). (1)

Recreation Facility Private Recreation Facilities
 Purpose: To provide areas for private recreational facilities typically owned and operated by a community association or Home Owners' Association for exclusive use by property owners, tenants, and their guests.

Park Park Facilities
 Purpose: To provide areas for passive and active recreational opportunities. These parcels will be dedicated to the City for park improvements and annexed into the City of Rocklin Parks CFD. The Community park site will provide for more intense active recreation such as athletic complexes, swimming pools and lighted ball fields. The park will attract users from throughout the City. Neighborhood parks will serve the immediate neighborhood and will have less intensive recreation uses like play equipment and turf area.

OS Open Space

Purpose: To preserve hillsides, streams, and other natural resources and buffer them from adjacent land uses. Storm water conveyance and detention will also utilize open space area. The open space corridors will preserve natural drainage ways, link public facilities via adjacent pedestrian trail, and create a unifying element to the plan.

Note (1): All proposed elementary school parcels have been designated with an underlying designation of PD-5. This would give notice that residential development could occur in the event the Rocklin Unified School District chooses not to use any of the sites for future school facilities.

The zoning designations, acreage and dwelling units for each project area are presented in Table 2. Figure 4 identifies the zoning that applies to the North West Rocklin Area. Figure 5 identifies the Development Areas referred to in this General Development Plan.

Subsequent amendments to zoning in the North West Rocklin Area are reflected on the City’s Official Zoning Map. That document shall be referred to in all instances as the official zoning exhibit for this General Development Plan.

- * The number of dwelling units and/or square footage reflected above is the maximum allowed based on zoning and for which infrastructure is designed or planned for. Actual development yield may be less.

Square footage for the Highway 65 Corridor is tied to # of trips and will depend on mix of uses. See Chapter 3.

2.3 Zoning Boundaries

The boundaries of the zones described in this plan shall be as shown on the General Development Plan Zoning Map, as indicated on Figure 4. Where precise delineation of the zone boundary, such as prepared on a tentative map indicates the area included is actually different from the area shown on the General Development Plan Zoning Map, and there is a choice between land use categories to assign to the area affected by the boundary change, any adjustment in land use or dwelling unit density shall result in no net gain of units when totaling the two areas, and shall not result in an increase of more than 10% in any zone category.

Figure 4 NWRA GDP Zoning Map

Figure 5 NWR GDP Development Areas

CHAPTER THREE – PERMITTED LAND USES AND DEVELOPMENT STANDARDS

3.1 Introduction

This chapter presents information regarding permitted uses and development standards associated with the zoning districts in the Northwest Rocklin Plan Area. The requirements presented in this chapter are prescriptive, which means all projects must comply with them without any discretion. In addition to these requirements, a set of Design Guidelines have been prepared which would provide guidance to property owners, architects, and developers in designing projects that are harmonious with the existing fabric of the project area and the City of Rocklin in general.

3.2 Overview of Project Area

The Sunset Ranchos planning area consists of predominantly residential development with associated parks and school sites, open space, and commercial areas to support the community's population. The site encompasses approximately 1,296.3 +/- acres and is proposed for 3,146 single-family lots, 1,106 multi-family units, one 50-acre high school site, one 19.9 acre junior high school two elementary school sites totaling 22.4 acres, 62.5 acres of park/recreational sites, 199.8 acres of open space, and 17.3 acres of commercial sites.

Parcel K planning area consists of 44.1 acres of residential development up to a maximum of 109 units and approximately 2.9 acres of open space.

The Highway 65 Corridor planning area includes the Atherton Tech Center, which consists of existing office, business professional and industrial uses, the William Jessup University facility, and vacant undeveloped land zoned for similar land uses. Approximately 57 acres of the Highway 65 Corridor area is zoned for approximately 370 small-lot single-family residential units. The Atherton Tech Center was approved for the construction of Light Industrial buildings and is almost built out.

3.3 Land Use Summaries

3.3.1 Sunset Ranchos

The Sunset Ranchos planning area is conceptually divided into 84 development areas for land use planning. Each development area is identified on Figure 5 in Chapter 2. Table 3 lists the development areas within Sunset Ranchos with the corresponding proposed land use, zoning category, estimated acreage, maximum allowable number of dwelling units (# of DUs) and potential square footage.

Table 3
Sunset Ranchos Land Uses By Development Areas

Development Unit	Land Use	Acreage	Zoning	Max. Allowable Dw. Units*	Square Ft. ('000)*
1A	Residential	6.2	PD-12	74	
1B	Open Space	2.1	Open Space		
2A	Commercial	5.3	PD-Comm	-	56.6
2B	Residential	13.2	PD-10A	132	
3	Commercial	12	PD-Comm	-	130.7
4	Residential	10.6	PD-20	212	
5	Residential	9.8	PD-18	171	
7	Open Space	8.9	Open Space	-	
8	Residential	11.9	PD-20	238	
9	Residential	6.8	PD-20	136	
10	Residential	6.9	PD-20	138	
11	Residential	16	PD-5	70	
12	Residential	17	PD-5	74	
13	Residential	34	PD-5	153	
14	Neigh. Park	3.6	Park	-	
15	Open Space	22.8	Open Space	-	
16	Residential	23.1	PD-3.3	60	
17	Residential	20.6	PD- 6.6	135	
18	High School	50	High School	-	
19	Open Space	30.2	Open Space	-	
20	Residential	24	PD-3.3	59	
21	Comm. Park	40.3	Community Park	-	
22	Residential	11.5	PD-4.2	48	
23	Residential	26.1	PD-5	92	
24	Open Space	7.1	Open Space	-	
25	Residential	31.3	PD-5	134	
26	Residential	29.3	PD-3A	78	
27	Residential	27.8	PD-4	92	
28	Residential	16.2	PD-6.6	96	
29	School	12.1	K-6 School	-	
30	Neigh. Park	3.2	Park	-	
31	Residential	23.2	PD-4	79	
32	Open Space	9.4	Open Space	-	
33	Open Space	9.1	Open Space	-	
34	Open Space	21.1	Open Space	-	
35	Open Space	25.6	Open Space	-	
36	Open Space	35.8	Open Space	-	
38	Open Space	14.7	Open Space	-	
39	Open Space	0.9	Open Space	-	
40	Open Space	14.2	Open Space	-	
41A	Residential	32.1	PD-2.4	77	
41B	Residential	14.4	PD-5.1C	73	
41C	Residential	10.2	PD-5.1C	52	

Table 3 Contd.

Development Unit	Land Use	Acreage	Zoning	Max. Allowable Dw. Units*	Square Ft. ('000)*
42	Residential	14.2	PD-5.1C	72	
43	Water Tank	3.8	Water Tank/PD-10	-	
44A	Residential	6	PD-5.1C	30	
44B	Residential	12.6	PD-8	100	
45A	Residential	9.4	PD-8	75	
45B	Rec. Center	5.2	Private Rec. Facility	-	
46A	Residential	13.5	PD-4.2	56	
46B	Residential	11.8	PD-3.7C	43	
46C	Residential	6.9	PD-8.1	55	
46D	Residential	6.9	PD-7.3	50	
46E	Residential	5.6	PD-8.1	45	
47A	Residential	15.4	PD-3.6C	55	
47B	Residential	13.1	PD-3.2C	41	
48	Neigh. Park	5.5	Park	-	
49	School	19.9	Jr. High Sch./PD-5	-	
50	Residential	12.8	PD-7.3	93	
51	Residential	19.1	PD-2.9C	55	
52A	Residential	8.3	PD-7.3	60	
52B	Residential	8.9	PD-6.5	57	
52C	Residential	4.7	PD-7.3	34	
53	School	10.3	K-6 School/PD-5	-	
54	Neigh. Park	4.7	Park	-	
55A	Residential	12.6	PD-3.1	39	
55B	Residential	11.8	PD-3.1	36	
55C	Residential	1.5	PD-5	7	
56	Residential	9.9	PD-2.4	23	
57	Residential	14.2	PD-4.2	59	
58	Residential	7.3	PD-3.2C	23	
59	Residential	7.7	PD-3.6C	27	
60	Residential	4.6	PD-3.5C	16	
61A	Residential	10.9	PD-5.3C	57	
61B	Residential	12.3	PD-5.4C	66	
61C	Residential	10.8	PD-8.3	89	
62	Residential	17.9	PD-2.5C	44	
63	Residential	11.4	PD-3.2C	36	
64A	Residential	16.3	PD-4.1C	66	
64B	Residential	14.9	PD-4.7C	70	
65	Residential	9.9	PD-2.1	20	
66	Residential	3.3	PD-2.8	9	
67A	Residential	35.1	PD-2.4	84	
67B	Residential	20.8	PD-1.6	33	
69	Residential	13	PD-3.8C	49	
Core Roads	RW	80.9	-	-	
Total		1,296.3		4,252	187.3

3.3.2 Parcel K

The Parcel K Planning Area is divided into 4 conceptual development areas for land use planning. Each development area is identified on the proposed GDP Zoning Map (Figure 4) in Chapter 2. Table 4 lists the development areas with the corresponding proposed land use, zoning category, estimated acreage and potential number of dwelling units (# of DUs).

Table 4
Parcel K - Land Use by Development Areas

Dev. Area #	Use	Zoning	Acre.	# of Dus *
100	Residential	PD-3B	43.1	109
101	Open Space	OS	1.2	-
102	Open Space	OS	1.7	-
103	Residential	PD-3.3	1	0
Total			47	109

* Dwelling unit numbers are based upon them

3.3.3 Highway 65 Corridor

The Highway 65 Corridor Planning Area is divided into 14 conceptual development areas for land use planning. Each development area is identified on the GDP Zoning Map (Figure 4). Table 5 lists the development areas within Highway 65 Corridor with the corresponding proposed land use, zoning designation and estimated acreage. Square footage is tied to the number of trips and will depend on the mix of uses that is proposed. (See section 3.4.4).

Table 5
Highway 65 Corridor Land Uses By Development Areas

Dev. Area #	Use	Zoning	Acres **
104	Office and Commercial	PD-BP/COMM	66.3
105	Open Space	OS	23.6
106	Commercial	PD-COMM	24.3
107 A	Commercial	PD-COMM	32.4
107 B	Commercial	PD-COMM	6.0
108A	Office and Commercial	PD-BP/COMM	47.6
108B	Residential	PD-8.7A	20.4
109	Open Space	OS	15.7
110	Residential	PD-8.7A	22.9
111	Open Space	OS	2.3
112	Open Space	OS	19.6
113 A	Light Industrial	PD-LI	13.9
113 B	Light Industrial / Mixed Use	PD-LI	17.7
113 C	University Campus	PD-LI	74.5
114	Commercial	PD/COMM	30.1
*115	Light Industrial	PD-LI	81.8
116	Open Space	OS	5.0

Core R/W	***Road	R/W	23.7
Subtotal			527.8

- * This parcel (Atherton Tech) is almost built out. Total square footage for existing development is 659,700.
- ** Acreage estimates have been prepared as part of the General Development Plan. The actual acreages may change slightly through mapping of the properties.
- *** Includes 5 acres of roadways within Atherton Tech.

3.4 Permitted Land Uses

3.4.1 Residential Districts

Table 6 Permitted and Conditionally Permitted Uses in Residential Districts

Uses	1.6	2.1 – 3.3	2.5C	2.9C – 3.8C	3A	3B	3.5C – 5.4C	4	4.2 - 5	6.5 – 6.6	7.3 – 10.A	8.7A	10-12	18-22+
Accessory uses & structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Apartments, Townhouses, Condominiums	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Community/Residential Care	U	U	U	U	U	U	U	U	U	U	U	U	U	U
Day Care Facilities	U	U	U	U	U	U	U	U	U	U	U	U	U	U
Rest Homes	-	-	-	-	-	-	-	-	-	U	U	U	U	U
Mobile Home Park	-	-	-	-	-	-	-	-	-	-	-	-	U	U
Parks, Playgrounds	U	U	U	U	U	U	U	U	U	U	U	U	U	U
Places of Assembly for Community Service	U	U	U	U	U	U	U	U	U	U	U	U	U	U
* Private Recreation facility	U	U	U	U	U	U	U	U	U	U	U	U	U	U
Utility Substation	U	U	U	U	U	U	U	U	U	U	U	U	U	U
Schools, private elementary and secondary	U	U	U	U	U	U	U	U	U	U	U	U	U	U
Schools, public elementary and secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Secondary residential units	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Single family detached	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Duplex/Triplex	-	-	-	-	-	-	-	-	-	P	P	P	P	P

* Private Recreation Facilities: Defined as recreational facilities typically owned and operated by a community association or homeowner’s association for exclusive use by property owners, tenants, and their guests. Such facilities may include: club houses, swimming pools, and other similar recreational uses that do not involve public address systems or exterior lighting that is uncharacteristic for a residential development.

P = Permitted Use U = Conditionally Permitted Use - = Not Permitted

3.4.2 Non Residential Districts

Table 7 presents the permitted and conditionally permitted uses in non-residential districts.

Table 7
Permitted and Conditionally Permitted Uses in Non-residential Districts

Uses	Neigh. Comm	Comm	BP	BP/ Comm	Light Indust.
					-
Arcade/Billiard Parlor	-	U	-	U	
Automotive Dealership	-	U	-	U	U
Automotive Dealership (entirely indoor without repair)	-	P	-	P	U
Automotive Repair Shop (Light)	-	U	-	U	U
Automotive Repair Shop (Heavy)	-	-	-	-	U
Banking, Insurance, Financial	P	P	P	P	P
Broadcasting Studios	-	-	-	-	U
Business Support Services such as copy shops and mailing services	P	P	P	P	P
Car Wash (Stand alone or with a Gas Station)	-	U	-	U	-
Coin operated laundry or pick-up station for laundry or dry cleaner	P	P	-	P	-
Convenience Stores	P	P	-	P	-
Convenience store with gasoline sale	-	P	-	P	-
Contractors yard	-	-	-	-	U
Day Care Facilities	U	U	U	U	U
Delicatessen	P	P	P	P	P
Drive-through Facilities	-	P	P	P	-
Dry cleaners with on-site dry cleaning	U	U	-	U	P
Death care services, including mortuary and cremation service	-	-	-	-	U
Equipment rentals, indoor	-	-	-	-	P
Equipment rentals, outdoor	-	-	-	-	U
Farm Equipment & Supply Sales	-	-	-	-	U
Gas Station	-	P	-	P	U
Hard Liquor Sales (off-premise sales)	-	P	-	P	-
Hospital	-	-	-	U	-
Hotel/Lodging	-	U	U	U	-
Indoor Sports and Recreation, Health and fitness Centers, Figure Salons	-	P	U	P	U

Uses	Neigh. Comm	Comm	BP	BP/ Comm	Light Indust.
Light Manufacturing and processing	-	-	-	-	P/U (3)
Mail Order & Vending	-	-	-	-	P
Massage Parlors	-	U	-	U	-
Mini storage	-	-	-	-	U(7)
Mobile Pushcart Vending Facility	U	U	U	U	U
Offices	P	P	P	P	P
Outdoor Dining (more than 4 tables or 8 chairs)	U	U	U	U	U
Personal Services (beauty/barber salon, dry cleaners, dance studio without alcohol sale etc.)	P	P	-	P	-
Pet shop, grooming services	P	P	-	P	-
Places of Assembly for Community Service	-	-	P	P	U
Plant Nurseries (stand alone or accessory to a department store)	-	P	-	P	P
Printing & Publishing	-	-	-	-	P
Public Utility Facilities	U	U	U	U	P
Research and Development	-	-	-	-	P
Restaurant, with or without bar	P	P	P (6)	P	
Restaurant ancillary to & within primary use	P	P	P (6)	P	P
Retail Sales (inside an enclosed building) except that adult/sex oriented sales shall be regulated by Section 17.79.020 of the Rocklin Municipal Code	P	P	-	P	-
Retail use, showroom, and training appurtenant to a permitted or conditionally permitted use	P	P	-	P	P
Schools, college & university	-	U	U	U	U
Schools, private elementary and secondary	U	U	U	U	-
Schools, public elementary and secondary	P	P	P	P	P
Schools, specialized education & training, including trade schools	-	U	P	U	U
Sports facility or other outdoor public assembly	-	-	-	-	U
Theaters except that adult/sex oriented motion picture shall be regulated by Section 17.79.020 of the Rocklin Municipal Code	-	U	-	U	-
Uses involving public address system	-	U	U	U	U
Uses that operate between 11 p.m. and 6 a.m.	U	P	P	P	P
Vehicle rental storage (outside)	-	-	-	-	U
Veterinary Clinic	U	U	U	U	-
Warehousing and Distribution	-	-	-	-	P
Wholesale Sales	-	-	-	-	P
Woodworking and Cabinet Shops	-	-	-	-	U

P = Permitted Use U = Conditionally Permitted Use - = Not Permitted

3.4.3 Special Use Regulations for Non Residential Zones

Permitted and conditionally permitted uses are subject to the following conditions and criteria:

1. SIMILAR USE DETERMINATIONS

The Community Development Director may determine certain uses or activities that are not explicitly stated above to be permitted or conditionally permitted uses provided the use or activity has characteristics that are similar to those of the uses listed above.

2. MODIFICATIONS TO TRAFFIC CAPACITIES (TABLE 8)

Maximum square footage for each development area shall be limited by the traffic capacity shown in Table 8. Additional square footage may be allowed if it can be demonstrated through a traffic analysis that intersections and roadway segments would operate acceptably.

3. POTENTIAL NUISANCE FACTORS/USE PERMIT

Uses which in the opinion of the Community Development Director, involve the potential to create odor, dust, noise, light, vibration or other nuisance factors, will be considered with a conditional use permit.

4. OFFICE USES/PD-COMM

Office uses in the PD-Comm. district shall be limited to no more than 30% of total building square footage.

5. COMMERCIAL USES/PD-BP/COMM

Commercial uses in the PD-BP/COMM. district shall be limited to no more than 30% of the land area within each applicable Development Area identified on the General Development Plan Zoning Map. This condition specifically applies to Development Area 104, and 108A.

6. RESTAURANTS & DRIVE-THRU/PD-BP

Restaurant buildings or drive-through speaker boxes in the PD-BP district shall be located no closer than 300 feet to a residential property line.

7. MINISTORAGES / DEVELOPMENT AREA 113

Conditional use permit applications for mini-storage facilities will only be considered within Development Area number 113.

3.4.4 Traffic Capacity

The traffic impact study for the NWRA project as updated by the Final Transportation Impact Analysis for the Northwest Rocklin Area General Development Plan (May 5, 2016 – Fehr & Peers) assumes total average daily trips of 98,010 trips for the Highway 65 corridor planning area - consisting of development areas 104 through 116, including the undeveloped parcels in Atherton Tech. (See Highway 65 Corridor Development Areas Map at the end of this Section). If all traffic and road improvements that are outlined the General Development Plan are constructed and modifications to specific intersections identified in the 2016 study are incorporated into and implemented through the City’s Capital Improvement Program and development intensity stays within levels assumed by the traffic study, roadway intersections and segments within the project area will operate within acceptable levels of service established by the General Plan. To ensure that development intensity stays within levels assumed by the traffic study, future uses shall be required to demonstrate that the volume of traffic generated by each development does not exceed the Average Daily Traffic (ADT) shown for each development area in Table 8.

Volumes shown in Table 8 may be exceeded only if a traffic study demonstrates that all intersections and roadway segments would operate acceptably with the increase. This may occur when other areas within the annexation area develop at intensities lesser than presumed in the GDP and traffic study.

Traffic volumes for the 34.0 acres of commercial and 9.2 acres of business professional in the Sunset Ranchos planning area are included in the traffic counts for the Sunset Ranchos planning area. As long proposed building square footage is consistent with or below levels identified in Table 2, no additional traffic analysis would be required.

Consistent with the Traffic Impact Study, the following trip generation rates will be used for the purpose of establishing the base ADT limitation for a project within the Highway 65 Corridor Planning Area:

Business Professional (Office)	17.7 daily trips per 1,000 square feet
Commercial (Retail, Highway etc.)	35 daily trips per 1,000 square feet
Light Industrial	7.6 daily trips per 1,000 square feet
Single Family Residential	9.0 daily trips per dwelling unit
Multi-Family Residential	6.5 daily trips per dwelling unit

All uses will be subject to applicable use limitations of this GDP as well as the traffic limitations herein. For example, in the PD-BP/COMM zone district, commercial uses cannot exceed 30% of the site.

SAMPLE CALCULATION OF ALLOWED SQUARE FOOTAGE FOR A PARCEL USING TRAFFIC CAPACITY AND ZONING RESTRICTIONS.

Development Area No. 104
 Zoning Designation: PD-BP/Comm.
 Acreage: 66.3 acres

Step 1:

Total Site acreage: 66.3 acres or 2,888,028 square feet
 Total Trips allocated 20,127

Step 2

Maximum allowed commercial
 (30% of site assumed at 25% FAR): 216,602 square feet

Step 3

Trip generation for maximum allowed commercial (@ 35 trips per 1,000 sq. ft.): 7,581 trips

Step 4

Remainder of trips for parcel: 20,127 minus 7,581 = 12,546 trips

Step 5

Allowable square footage for Business Professional uses:
 12,546 trips divided by 17.7 (trip rate for BP uses) x 1,000 = 708,000 square feet

In the above example:

1. The use regulation (chapter 3.4.3) limits commercial uses in the BP/Comm Zone to 30% of the site. A 25% FAR is assumed for commercial development and 30% FAR assumed for office and light industrial. This limitation translates into a maximum of 216,602 square feet for commercial uses.
2. At 35 trips per 1,000 square feet, the maximum number of trips allocated for commercial uses is 7,581 trips.
3. That leaves a remainder of 12,546 trips for the parcel. That translates into 708,000 square feet of development.
4. Because there is no use limitation on other uses, the developer could elect to develop the entire 66.3 acres for office or other allowed use.

The “Potential Building Square Footage” shown in Table 8 has been computed using the zoning limitations of chapter 3.4.3 and the traffic capacity of chapter 3.4.4. The computation does not assume the maximum allowed commercial intensity in the PD-

BP/Comm Zone or the maximum allowed business-professional office in the PD-Comm. Zone. Instead, the potential maximum development intensity is calculated for both commercial and office uses to fit under the traffic capacity caps. It must be emphasized that this calculation is one of several possibilities for each parcel. In the PD-Comm. zone for example, it is possible for the entire site to be developed as commercial. In that case, the total building square footage would be smaller than what is shown in Table 8.

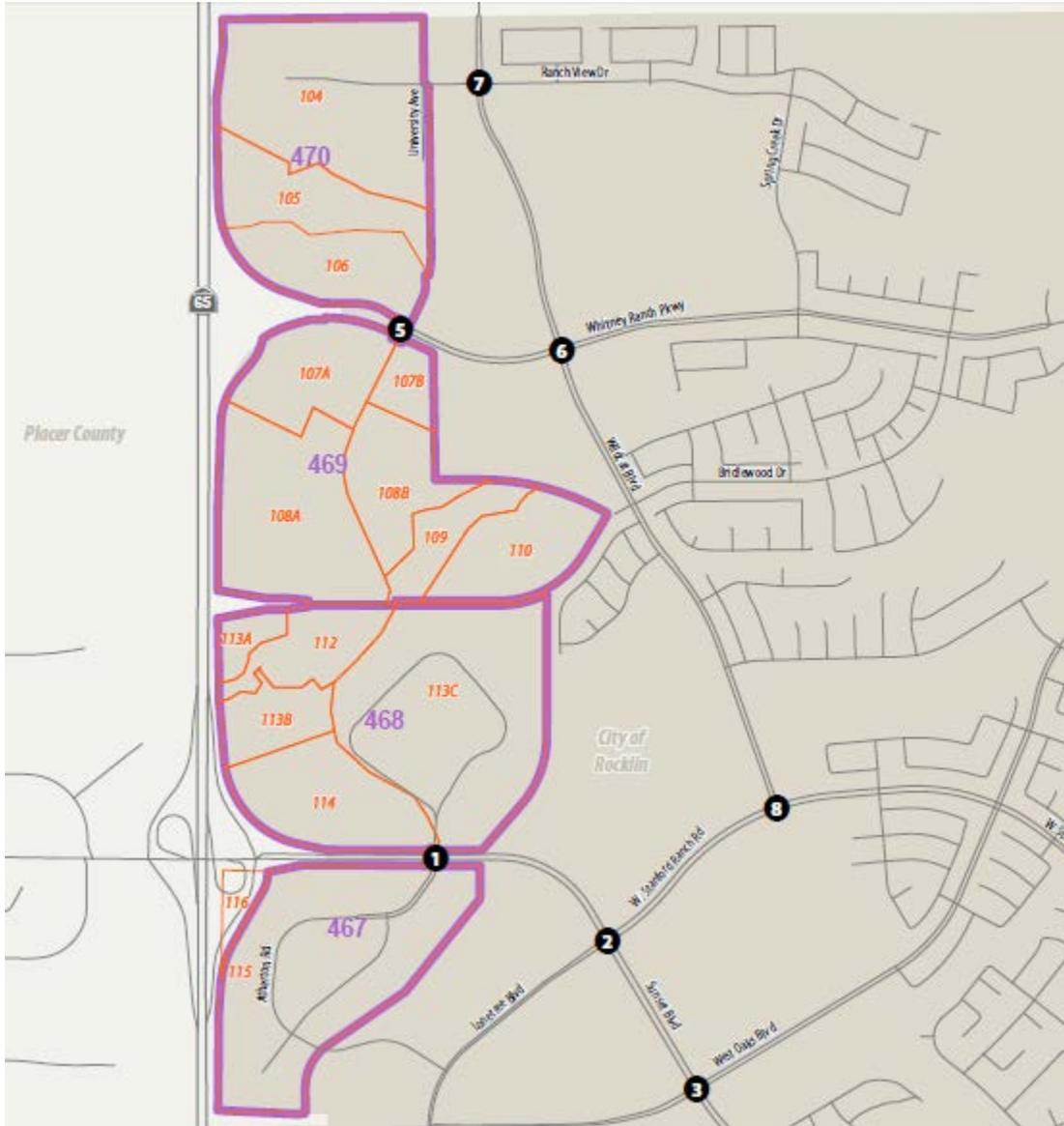
**Table 8
Highway 65 Corridor Trip Allocation By Development Areas**

	Dev. Area #	Acres	Zoning	TRIPS (ADT)	Potential Building Square Footage (in thousands)			
					BP	Comm	LI	Total
JBC	104	66.3	PD-BP/COMM	20,127	708	216	0	924
	105	23.6	OS	0	-	-	-	-
	106	24.3	PD-COMM	9,275	0	265	0	265
	Subtotal	114.2		29,402	708	481	0	1,189
Placer Ranch	107 A	32.4	PD-COMM	12,355	0	353	0	353
	107 B	6.0	PD-COMM	2,310	0	66	0	66
	108 A	47.6	PD-BP/COMM	14,452	508	156	0	644
	108 B	20.4	PD-8.7A (174 SF Units)	1,566	N/A	N/A	N/A	Converted to Single Family
	109	15.7	OS	0	-	-	-	-
	110	22.9	PD-8.7A (196 SF Units)	1,764	N/A	N/A	N/A	Converted to Single Family
	111	2.3	OS	0	-	-	-	-
Subtotal	147.3		32,447	508	575		1,083	
William Jessup University	112	19.6	OS	0	-	-	-	-
	113 A	13.9	PD-LI	2,711	0	0	356	356
	113 B	17.7	¹ PD-LI	5,785	135	97	0	232
	113 C	74.5	PD-LI (WJU Campus)	² 7,425	N/A	N/A	N/A	See Footnote 2
	114	30.1	PD-COMM	11,480	0	328	0	328
	Subtotal	155.8		27,401	135	425	356	916
Atherton Tech	115	81.8	PD-LI	³ 8,760	39	0	91	130
	116	5.0	OS	0	-	-	-	-
	Subtotal	86.8		8,760	39	0	91	130
TOTAL		527.8		98,010	1,390	1,481	447	3,318

ADT: Average Daily Traffic

- 1 This site is designated as Mixed Use in the General Plan, therefore, Retail and Office development are allowed. Project specific zoning will be applied when a development project comes forward.
- 2 Includes traffic capacity for existing and planned William Jessup University (assuming an ultimate student capacity of up to 3,300 students).
- 3 Includes traffic capacity for existing occupied 659,700 square foot light industrial and office buildings. Remaining traffic capacity for new development in Atherton Tech Center (last undeveloped parcels) is 3,130 trips.

Highway 65 Corridor Development Areas Map



3.5 Development Standards

Table 9 – Residential Development Standards

Standard ^a	PD-1.6	PD-2.1, 2.4, 2.5C, 2.8, 3.1, & 3.3	PD-2.9C, 3.2C, 3.3C, 3.6C 3.7C & 3.8C	PD-3A	PD-3B	PD-3.5C, 4.1C, 4.7C, 5.1C, 5.3C, & 5.4C	PD-4	PD-4.2 & 5	PD-6.5 & 6.6	PD-7.3, 8, 8.1, 8.3 & 10A	PD-8.7A ^g	PD-10, 12	PD-18 & 20	PD-22+ Minimum
Max. units per gross acre	1.6	2.1-3.3	2.9 – 3.8	3	3	3.5 – 5.4	4	4.2 – 5	6 – 6.6	7.3 – 10	8.7	12	18-20	None
Min. units per gross acre	1	1	1	1	1	3.5	3.5	3.5	3.5	3.5	8.5	8.5	15.5	22
Min. lot area (sq. ft.)	11,000	7,000	6,000	11,000	7,500	4,000	7,500	6,000	3,000	2,400	2,500	2,000	2 acres	2 acres
Min. lot width														
Interior	90'	65'	55'	75'	65'	40'	65'	55'	40'	30'	30'	20'	70'	70'
Corner	100'	70'	60'	80'	70'	45'	70'	60'	45'	40'	30''	25'	80'	80'
Minimum lot depth ^b	100'	100'	100'	100'	100'	80'	100'	100'	80'	70'	60'	-	-	-
Setbacks ^c														
Front	25'	20'	20'	25'	25'	15'	20'	20'	12'	12'	8'	5'	20'	20'
Front Porch	20'	15'	15'	20'	20'	11.5'	15'	15'	11.5'	10'	5'	N/A	N/A	N/A
Front entry Garage	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	18'	5'	N/A	N/A
Side, interior	10'	5'	5'	10'	5'	4'	5'	5'	4'	4'	0 ^h	0'	15'	15'
Side, street ^f	15'	10'	10'	15'	10'	10'	10'	10'	10'	10'	10'	10'	15'	15'
Rear	25'	20'	20'	25'	25'	15'	20'	20'	15'	4'	4'	4'	15'	15'
Rear Entry Garage			5'			5'		5'	4'	4'	4'			
Max. lot coverage ^e	40%	50%	50%	45%	40%	55%	50%	50%	60%	60%	70%	70%	70%	70%
Max. bldg. height ^d														
Principal bldg.	30'	30'	30'	30'	30'	30'	30'	30'	30'	35'	35'	35'	35'	50'
Accessory bldg.	14'	14'	14'	14'	14'	14'	14'	14'	14'	NA	14'	NA	14'	14'

^a Special development standard modifications may be permitted for non-traditional single family residential, senior, and affordable housing developments. See Sections 3.5.2 (11), 3.5.2 (13), and 3.5.2 (14)

^b Also see Section 3.5.2 (1)

^c Also see Sections 3.5.2(1), 3.5.2 (2), 3.5.2 (3), 3.5.2 (11), 3.5.2 (13) and 3.5.2 (14)

^d Also see Sections 3.5.3 (1)

^e Also see Sections 3.5.2 (4), 3.5.2 (11), 3.5.2 (13) and 3.5.2 (14).

^f Street side setback for Lot 10 DP13A, Lot 1 DP 13B, Lot 1 DP 25, Lot 39 DP 31, Lot 40 DP 31 and Lot 79 DP 31 shall be 30 feet. This setback may be reduced at the discretion of the Community Development Director if it is determined that traffic calming features or landscape features will adequately lessen vehicle speeds in these locations and/or diminish the prominence of the portion of the residence facing the subdivision entry.

DP = Development Parcel (Reference pertains to SD-2003-04)

^g Sections 3.5.2 (2) and 3.5.2 (3) are not applicable in this zone district

^h The minimum interior side setback shall be three (3') feet. An interior side setback of zero (0') is permissible when a minimum six (6') wide Use Benefit Easement has been established on the adjacent property to allow access for maintenance and ensure a minimum six (6') setback between.

3.5.2 Special Regulations for Single-family Residential Zones

The following additional regulations shall apply to single-family residential:

1. PARCEL K and SUNSET RANCHOS PLANNING AREAS / ADJACENT TO STANFORD RANCH

Residences constructed on lots within the Sunset Ranchos and Parcel K Planning Areas that are located immediately adjacent to Stanford Ranch, shall also be restricted to the following standards. These standards supersede the standards contained in the chart in Section 3.5.1 where applicable.

Rear Setback (primary structures in Parcel K only)(a)	60 feet
Min. Lot Depth	125 feet

- a. Patio covers that are open on at least two sides shall be permitted to encroach within the 60 foot setback.

2. VARIED FRONT YARD SETBACKS

- a) Varied front yard setbacks are required along all residential streets. However, the minimum setback must be met in all cases. This requirement shall not apply to non-traditional single family residential subdivision designs such as alley loaded, 3-packs or green court.
- b) Usable porches that are open on at least 2 sides and do not occupy more than 50% of the front width of the house may project five (5) feet into the required front setback. To be considered “usable” and therefore, eligible for this provision, a porch must be a minimum of 5 feet deep and 10 feet long.

3. GARAGE SETBACKS

- a) Garage structures for single-family residences shall be setback a minimum 20 feet from the street even if the building setback is less than 20 feet. This excludes alleys and courtyards.
- b) The garage portion of a house may project five (5) feet into the required front setback, provided the garage door does not front the street. The garage elevation that fronts the street and projects into the front yard must have architectural details other than a blank wall plane. Architectural details could include but are not limited to a combination of pop-outs, window features, planters, etc.

4. LOT COVERAGE CALCULATION

Lot coverage calculations will not include porches open on at least 2 sides and located on the front or street side of the house.

5. LANDSCAPING

The front and side yard landscaping for each lot shall be installed prior to final inspection of the structure to the satisfaction of the Community Development Director. Said landscaping shall include at minimum one 15-gallon tree, one other tree, 5-gallon shrubs and turf to the satisfaction of the Community Development Director. All landscaping installed after the final inspection shall be at the discretion of the property owner.

6. BUILDING PAD

The building pad for each primary structure shall, at minimum, extend a minimum of three (3) feet beyond the side walls of the primary structure to the toe or top of slope and minimum of ten (10) feet beyond the rear wall of the primary structure to the toe or top of the slope to the satisfaction of the Community Development Director.

7. RETAINING WALLS IN FRONT AND STREET SIDE YARDS

Individual retaining structures located in the front yard or street side yard shall not exceed 30 inches in height. The aggregate height of multiple retaining structures in the front yard and street side yard shall not exceed 5-feet and there shall be a minimum 24-inch bench between retaining structures to the satisfaction of the Community Development Director.

8. PARCEL K OPEN SPACE

At least 20 percent of the Parcel K planning area shall be retained in open space.

9. PARCEL K ROCK FORMATIONS

The existing large rock formations located within the Parcel K planning area northwest of Kali Place shall be retained and preserved in open space. The open space designated to preserve these features shall be considered part of the total percentage of open space required for the planning area. (The open space and rock formations shall be placed within an HOA parcel or parcel dedicated to the City of Rocklin with appropriate funding mechanisms for maintenance).

10. PARCEL K VEHICULAR ACCESS

Primary vehicular access to future development within the Parcel K planning area shall be provided by at least two points of access. The access points shall consist of one street that intersects with Wyckford Boulevard and the extension of Kali Place. These facilities shall be open non-gated public streets.

11. SETBACK MODIFICATION

The Planning Commission and/or City Council may modify the development standards for nontraditional single-family housing, such as zero lot lines and cluster housing, provided the overall density is not increased.

12. GATES

Gates that restrict access to neighborhood park sites shall be prohibited or must remain open between 7 a.m. and 10 p.m.

13. SENIOR HOUSING DEVELOPMENT STANDARDS

Development standards for age-restricted senior housing (as defined by Civil Code Section 51.3 and the Federal Fair Housing Act of 1988) may be modified by up to 20%, including density increases. This modification is based on a) typical household size for this type of housing is less than 2 and b) trip generation for this type of housing is 4.6 trips per day compared to 9 trips per day for conventional single family. This density increase may not be combined with State density bonus pursuant to section 65915 of the Government Code for the provision of affordable housing.

14. AFFORDABLE HOUSING DEVELOPMENT STANDARDS

Development standards for affordable housing units pursuant to State law and/or the City of Rocklin Housing Element may be modified by up to 20%. Density increases shall be granted only in accordance with section 65915 of the Government Code.

15. TRIANGULAR VISIBILITY AREA

The “triangular visibility area” means the area at any corner formed by the intersection of two or more public streets. At the intersection of two residential streets, no accessory structure or fence is permitted within a triangle dimensioned twenty feet (20’) by twenty feet (20’), measured from the back of sidewalk. In the case of separated sidewalks, the triangle shall be measured from front of sidewalk. Landscaping and fences within the clear vision triangle shall be limited in a manner such that it does not hinder sight distance for vehicular or pedestrian traffic as determined by the Director of Public Works.

16. SALES OFFICE

- a) The Community Development Director may approve the use of a temporary sales trailer, for a limited period of time, within the project area, subject to such standards and conditions as deemed necessary to ensure aesthetic qualities, public health, and safety.
- b) The Community Development Director may approve the use of one or more residences as model homes and the use of the garage of one model home as a sales office subject to such standards and conditions as deemed necessary to ensure aesthetic qualities, public health, and safety. Prior to approval of a final inspection for a model home the developer shall reconvert any garage used for sales office to a garage use to the satisfaction of the Community Development Director.

3.5.3 Special Regulations for Multi-Family Residential Zones

1. BUILDING HEIGHT INCREASES

The maximum height for principal buildings in the PD-18, PD-20 and PD-22+ zones shall be as listed in Table 9. However, the maximum allowable height may be increased beyond the limits identified in Table 9 subject to justification provided and accepted as part of a Design Review approval.

2. PRIMARY ACCESS DESIGN

Private access drives shall be of circular design where possible and provide vehicular access at two or more points. Access drives which have but one point of access shall not exceed one hundred fifty feet (150') in length; however, such drives may exceed 150 feet in length if the design includes turnaround arrangements or "emergency only" access arrangements to the satisfaction of City of Rocklin.

3. SECONDARY ACCESS DESIGN

Secondary access drives for private driveways may be installed with a minimum full travel pavement of 20 feet, within which parking shall be prohibited by layout and design features which reasonably assure that no part of the access will potentially be used for on or off-street parking by normally conscientious drivers.

4. FENCING ALONG STREETS

Open type fencing, a minimum of 4 feet in height, shall be incorporated into the project when multi-family units front along a public road. The purpose of the fencing is to discourage residents from using the public road for on-street parking. The fence shall be sited parallel to the public roadway, with a minimum 5 feet setback.

5. **SECURITY**
Project design must incorporate security and safety considerations for occupants, including: fencing, gates, adequate lighting within public areas such as walkways, parking and play areas, location of children’s play areas and parking areas visible from dwelling units.

6. **LANDSCAPING**
Landscaping shall be required in all multi-family residential projects and granite boulders shall be incorporated into landscaped areas.

3.5.4 Non Residential Zones

Table 11 Development Standards for Non Residential Zones					
	NC	C	BP	BP/C	LI
Max. Bldg. Height	30’	30’	30’	30’	30’
Max. Bldg. Height with Use Permit	-	50’ (55’)*	50’ (55’)*	50’ (55’)*	50’ (55’)*
Max. No of Stories	2	2	2	2	2
Max. No of Stories with Use Permit	-	4	4	4	4
Max. Lot Coverage	50%	50%	50%	50%	50%
Setbacks from:					
Highway 65	-	50’	50’	50’	50’
6-lane Street	-	25	-	-	-
4 lanes or less	20’	20’	20’	20’	20’
Multi-family (PD-20)	15’	15’	15’	15’	-
Single family (PD2-6.6)	25’	-	-	-	-
Open Space/Park/School	15’	15’	15’	15’	15’
Any property line	10’	10’	10’	10’	10’

* Applies to developments along Highway 65 only.

3.5.5 Special Regulations for Non Residential Zones

1. **LANDSCAPING / HIGHWAY 65**
Setback area adjacent to Highway 65 shall be landscaped to provide an attractive visual buffer to the satisfaction of the Community Development Director.
Parking shall not be allowed in the setback area.

2. **LANDSCAPING/NON RESIDENTIAL PROJECTS**
Landscaping shall be required in all non-residential projects. Granite boulders shall be incorporated into landscaped areas.

3. **TRASH ENCLOSURES**

Trash enclosure areas shall be fully screened by a combination of masonry walls with solid metal gates to the satisfaction of the Community Development Director.

4. OUTSIDE STORAGE

All outside storage areas shall be screened by a combination of fencing, masonry walls, and grade separation. Outside storage without adequate screening is not permitted.

3.5.6 Off Street Parking

The off street parking shall be provided in accordance with the provisions of Chapter 17.66 of the Rocklin Municipal Code.

3.6 Parks and Open Space

The plan designates 57.3 acres of public park, 6.7 acres of private recreation sites and 199.8 acres of open space areas.

3.6.1 Parks

The City of Rocklin General Plan and Subdivision Ordinance require dedication of park acreage in the amount of five (5) acres of parkland per thousand (1,000) population of residents of any new development. Subdivisions of 50 parcels or more are required either to dedicate land for park purposes, to pay a dedication fee in lieu of land, or a combination of both to satisfy the development's proportion of the adopted park acreage. The Sunset Ranchos planning area of the General Development Plan is zoned to accommodate up to 4,252 dwelling units. At 2.6 persons per dwelling unit, the area is projected to generate up to 11,055 persons. Approximately 55.28 acres of parkland will be required to serve future residents. The plan designates 57.3 acres of public park and 5.2 acres of private recreation sites. These include one community park site of 40.3 acres and four neighborhood park sites totaling 17 acres.

The community park location provides a large contiguous site with relatively flat terrain suitable for intense recreational activity such as softball, soccer, and the construction of swimming pools and recreational buildings. Other recreational activities and facilities may include walking, viewing, outdoor theatres, tot lots/playground, picnic areas and hard courts for basketball and tennis. Restrooms and off-street parking will be provided. Lighting for security and night activities on the recreational fields will be installed at the discretion of the City. It is anticipated that competitive level lighting will be installed in the ball field areas.

Neighborhood parks are intended to be the focal points of neighborhoods, sometimes in combination with elementary schools. Two of the five neighborhood parks are adjacent to elementary school sites. The other three are "free-standing." The neighborhood parks are planned to serve population within ¼ to ½ mile radius, and generally will not provide

for off-street parking. Recreational activities at these public parks may include the following: passive and active recreational interests, turf area for multi-use recreational activities, pre-school and school-aged/playgrounds, picnic areas, hard courts for basketball, and restrooms.

Park design will be at the discretion of the Parks and Recreation Commission and the City Council. The park sites have General Plan designations of PQP and are zoned as Planned Development - Parks. See Figure 6 for locations of parks.

3.6.2 Open Space

The plan preserves open space areas, which provide numerous passive and active recreational opportunities for future residents. The following areas have been identified for preservation and designated as open space:

- ◆ Areas with steep slopes in excess of 25%.
- ◆ All lands within the post development 100-year floodplain.
- ◆ Lands within 50 feet from the edge of the bank of all perennial and intermittent streams and creeks providing natural drainage, and to areas consisting of riparian habitat.
- ◆ Wetland resources associated with the area's natural drainage ways.

Open space corridors are designed to:

- a) Provide a buffer between land uses.
- b) Preserve special areas of riparian or other botanical habitat including those subject to the conditions of any Federal or State wetland preservation permit requirements.
- c) Provide a corridor for off-street pedestrian and bikeway circulation.
- d) Provide a visually unifying natural element.
- e) Encourage view corridors to points of orientation throughout the plan area; both for local, short range views to landmarks in the area, and long range views to the Sierra Nevada and Coast Range foothills.
- f) Provide land for on-site management of stormwater drainage.

Development will be restricted in open space areas. Open space areas may be configured as common-interest parcels under control of individual or master Homeowners Association(s) (HOAs) or dedicated to the City of Rocklin with some other mechanism for financing improvements and maintenance. Unless otherwise noted for improvements such as road crossings, utilities and pedestrian and bike trail, these areas will remain undeveloped. Open space areas are shown on Figure 6 - parks, open space and trail system map.

A Fuel Modification Plan (FMP) will be prepared concurrently with any subsequent entitlement for development of land which includes or is adjacent to an open space area to address the interface between open space areas and urban uses. The goal of the FMP is to reduce the potential for fire and contain the spread of fire. It shall include, but not be limited to:

- a) Access points as necessary into open space areas.
- b) Appropriate clearances around homes.
- c) Disposal of removed brush and trees within any firebreak area.

Figure 6 – Parks, Open Space and Trail Map

3.7 Schools

The plan provides a 50-acre high school site, one 19.9-acre junior high school and two elementary school sites totaling 22.4 acres. The 2 elementary school sites are located next to neighborhood park sites to provide joint-use opportunities. Consistent with City policy, public schools are allowed in all zoning designations in the City.

3.8 Circulation

The vehicular circulation system is designed to provide continuous access throughout the plan area, as well as connections to the existing community. The plan area's roadway system also provides important regional roadway connections to SR 65, the City of Lincoln to the north, and through adjacent projects to Sierra College Boulevard.

Non-vehicular circulation within the plan area consists of a system of sidewalks, bike lanes and pedestrian trails. These sidewalks, bike lanes and trails provide non-vehicular access between neighborhoods, to schools/parks and open space, to neighborhood commercial facilities as well as to employment centers.

3.8.1 Interchanges

Interchanges are planned at Sunset Boulevard/SR 65 and Whitney Ranch Parkway/SR 65 intersections along the western boundary of the plan area. Funding for the future interchanges has been addressed in the financing plan for the GDP.

3.8.2 Vehicular Circulation System

The street system is organized in a hierarchy with three arterial streets carrying traffic to and throughout the plan area. Whitney Ranch Parkway is an east-west connection between Highway 65 and the Whitney Oaks development. Wildcat Boulevard will connect the existing community with Twelve Bridges in Lincoln. West Oak Boulevard will be extended through the plan area to connect to Whitney Ranch Parkway. University Avenue, is a 4-lane north-south, divided arterial parallel to Highway 65 that will provide access to the Highway 65 Corridor properties. The location of University Avenue from Whitney Ranch Parkway to Sunset Boulevard through the William Jessup University site is conceptual. Ultimate alignment will be determined at subsequent project approvals and will be based on criteria such as acceptable street radius, connectivity to established signalized intersections and other environmental constraints. Collector streets will provide access into individual neighborhoods. Conceptual locations of collector streets along the arterial roads are shown on the Figure 7. Final alignments will be shown on subsequent Tentative Maps.

Wyckford Boulevard and Kali Place will provide access to Parcel K. These streets are currently stubbed to the Parcel K boundary. Under limitations defined in the North Rocklin Circulation Element, no more than 200 additional residential dwelling units shall

be allowed to access Wyckford Boulevard. Parcel K proposes development of up to 131-109 dwelling units consistent with the threshold established for Wyckford Boulevard.

Each elementary school site will be provided with a minimum of two street frontages to facilitate traffic circulation. A road may also be established on the east side of the high school to also facilitate circulation. Location and alignment of local streets will be shown on subsequent Tentative Maps.

A summary of major road improvements is provided in Table 11. Figure 7 shows the plan area’s arterial roadways, number of lanes and location of traffic signals. Right-of-way improvements for the roadways are shown in road cross-section on Figure 8.

Table 11
Major Roadway Improvements

Roadway	Right-of-way	# of Lanes	Width Per Travel Lane	Landscape Median	Sidewalk Width	Frontage Landscape	Cross Section
Whitney Ranch Parkway, from Hwy 65 to University Avenue.	158'	6	12'	20'	6'	25'	F
Whitney Ranch Parkway, from – University Avenue to Wildcat Blvd.	152'	6	12'	14'	6'	25'	A
Whitney Ranch Parkway, from Wildcat Blvd. to Painted Pony Dr., and portions of Wildcat Blvd.	130'	4	12'	14'	6'	27' & 35'	C
Whitney Ranch Parkway, from Painted Pony Dr. to Park Dr., and West Oak Blvd., north of Painted Pony	140'	4	12'	14'	6'	27' & 35'	B G
West Oak Blvd., south of Painted Pony	130'	4	12'	14'	6'	21' & 31'	H
University Avenue	120'	4	12'	14'	6'	15'	B
Typical Ind./Comm St	60'	2	21'	-	6'	-	D

Notes:

- The 6 and 4-lane arterials are intended to function as non-frontage access roads except where driveway access to commercial areas or multi-family uses is needed.
- All major intersections will have appropriate bus turnouts based on PCTA’s recommendations.
- Whitney Ranch Parkway median width will be 20 ft. between the interchange and B Street to accommodate City secondary entryway sign.
- Whitney Ranch Parkway, east of Painted Pony and West Oaks, north of Painted Pony, include additional shoulders (5’ minimum) which also serve as NEV lane in each direction of traffic.

Figure 7 – Vehicular Circulation Map

Figure 8 – Roadway Cross-Sections

3.8.3 Bikeway and Pedestrian Trail System

The City's General Plan includes an on-street and off-street bicycle plan that interconnects the entire community on a bikeway trail system. Most of the major streets within the City have on-street bicycle lanes and pedestrian sidewalks.

The GDP bike and pedestrian trail system expands the city's bike/pedestrian access concept beyond the public street rights-of-way and into planned open space corridors connecting neighborhoods, schools, parks, open space, commercial, and recreational (passive and active) uses.

This comprehensive community bike and pedestrian trail system is incorporated into the project design. The trail system will enhance the neighborhood village design with an extensive network of interconnected pedestrian and bikeway trails on-street and off-street within the planned open space corridors. These amenities are designed to encourage human activities and interactions within the pedestrian/bikeway and open space corridors, resulting in a greater sense of community. The network of trails and bike lanes will be fully accessible to the general public.

The trail system design includes a transitional component and two internal components. The transitional component links the City of Rocklin standard from existing major arterial streets into the project site. These segments will extend the Wildcat Boulevard, West Oaks Boulevard, and Park Drive standard on-street bike lanes and sidewalk improvements to points of transition in the North West Rocklin area where the internal trail system begins. Street landscaping for the transitional component has been increased from the standard 15 feet from arterial roads to a total of 27 feet (including a 6'-wide sidewalk). The landscaping will be designed to provide a 6' wide landscape buffer from the roadway, a 6' wide sidewalk, and a 15' landscape strip between the sidewalk and private property.

The two internal components include the community corridor and open space corridor trails. The community corridor will be the centerpiece of the trail system. The community corridor places both the sidewalk and the bike paths within a 35-38 foot landscape corridor located on one side and a single sidewalk within a 19-27 foot landscape corridor on the opposite side of the street. The 35-38 foot wide corridor consists of a 10'-wide paved bicycle and pedestrian trail, and 25-28 foot of landscaping. These corridors provide connections between the GDP village core and the multi-family residential and commercial land use areas. In addition, the trail will connect to the Whitney Oaks trail starting at the intersection of Park Drive and Whitney Oaks Drive. To facilitate the transition between the on-street bike lanes and the community corridor, the corridor begins at signalized intersections. The community corridor trail system is approximately four (4) miles long.

The open space trail cross-section is a 10' wide combined bike and pedestrian trail with 2-foot shoulders on each side of the trail. Open space trails will be off-street facilities located generally, within or along open space corridors. The open space trails will

connect the 40-acre community park and neighborhood parks with residential areas, forming an off-street trail network. This will provide for the easy movement of pedestrians between neighborhoods and encourage the use of this non-vehicular form of travel. Open space drainage crossings will also be provided as shown to facilitate access and connections to residential neighborhoods. Approximately 3 miles of trails are provided within or along the open space corridors.

Cross sections of the community corridor and open space trail designs are depicted in Figure 8.

3.8.4 Open Space Crossings

Non-vehicular and emergency vehicle access crossings of open space within the project area are shown in Figure 6. These crossings have been located to provide critical transportation linkage to development areas and access to public facilities such as schools, parks and detention basins. The approved Army Corps of Engineers' (ACOE) Nationwide permit allows open space crossings. Each crossing will be designed with minimal effects on wetland resources within the open space area and in accordance with conditions of the ACOE permit, as well as Streambed Alteration Agreements for each crossing.

3.9 Public Facilities and Services

The North West Rocklin Area General Development Plan will provide the entire infrastructure necessary to serve the needs of residents and users within the plan area. Services will be provided as follows:

**Table 12
Service Providers**

Service	Provider
Water	Placer County Water Agency (PCWA)
Sewer	South Placer Municipal Utility District (SPMUD)
Drainage	City of Rocklin
Solid Waste	Auburn-Placer Disposal
Schools	Rocklin Unified School District
Power & Natural Gas	P G & E
Telephone	Pacific Bell

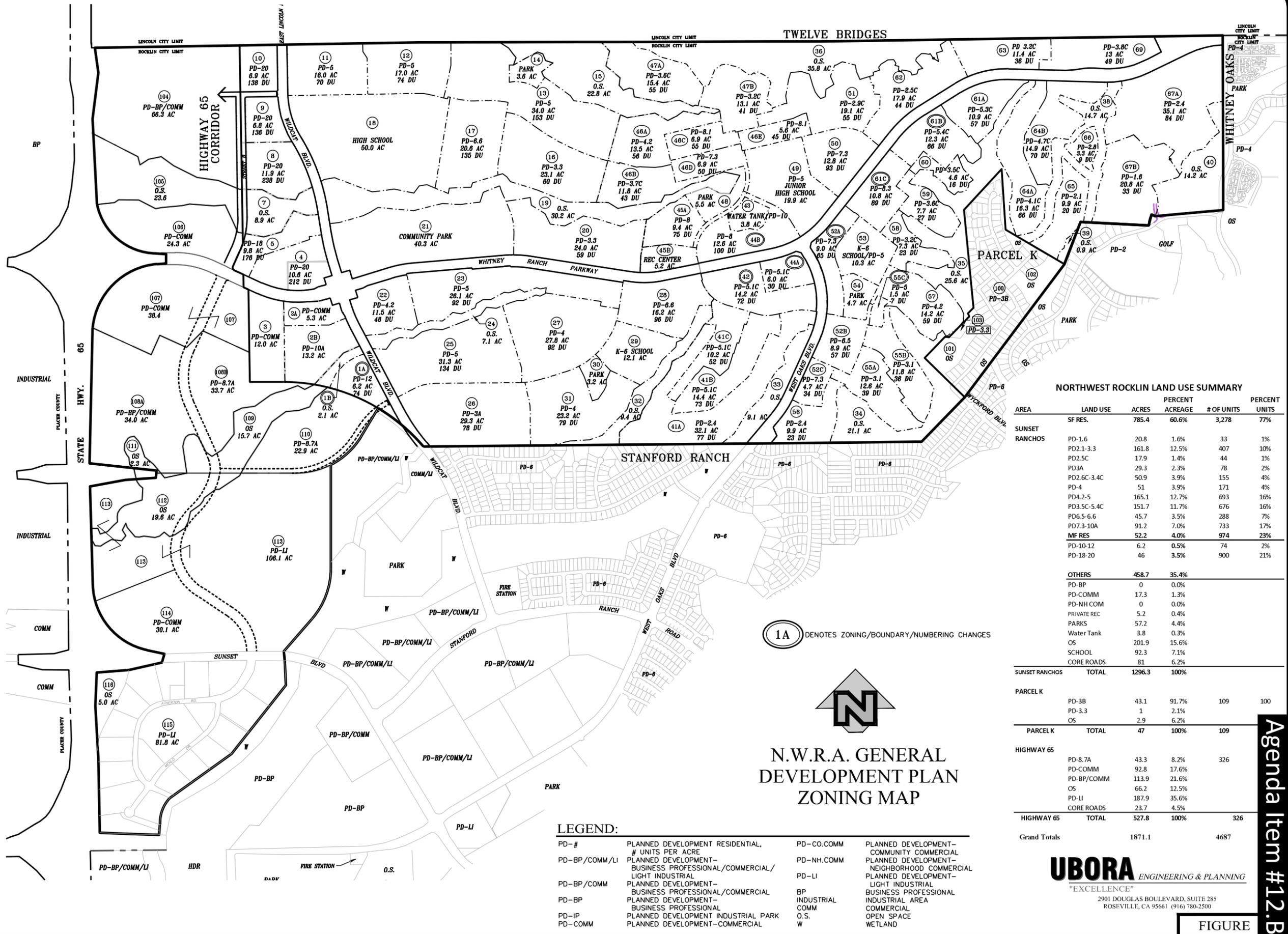
All facilities and services shall be constructed, dedicated, or provided in accordance with the General Plan, the Capital Improvement plan, the Rocklin Municipal Code and other required entitlements and permits.

Figure 9 – Drainage Basins and Culverts is presented below.

Figure 9 – Drainage Basins and Culverts

SUMMARY OF LAND USES

DEV. UNIT	G.P.	ACREAGE	ZONING	MAX. # OF D.U.'S
SUNSET RANCHOS				
1	MHDR	6.2	PD-12	74
1B	R-C	2.1	OPEN SPACE	-
2A	MU	5.3	PD-COMM	-
2B	MU	13.2	PD-10A	132
3	RC	12	PD-COMM	-
4	HDR	10.6	PD-20	212
5	HDR	9.8	PD-18	176
7	R-C	8.9	OPEN SPACE	-
8	HDR	11.9	PD-20	238
9	HDR	6.8	PD-20	136
10	HDR	6.9	PD-20	138
11	MDR	16	PD-5	70
12	MDR	17	PD-5	74
13	MDR	34	PD-5	153
14	PQP	3.6	PARK	-
15	R-C	22.8	OPEN SPACE	-
16	LDR	23.1	PD-3.3	60
17	MDR	20.6	PD-6.6	135
18	PQP	50	HIGH SCHOOL	-
19	R-C	30.2	OPEN SPACE	-
20	LDR	24	PD-3.3	59
21	PQP	40.3	COMM. PARK	-
22	HDR	11.5	PD-4.2	48
23	MDR	26.1	PD-5	92
24	R-C	7.1	OPEN SPACE	-
25	MDR	31.3	PD-5	134
26	LDR	29.3	PD-3A	78
27	MDR	27.8	PD-4	92
28	MDR	16.2	PD-6.6	96
29	PQP	12.1	K-6 SCHOOL	-
30	PQP	3.2	PARK	-
31	MDR	23.2	PD-4	79
32	R-C	9.4	OPEN SPACE	-
33	R-C	9.1	OPEN SPACE	-
34	R-C	21.1	OPEN SPACE	-
35	R-C	25.6	OPEN SPACE	-
36	R-C	35.8	OPEN SPACE	-
38	R-C	14.7	OPEN SPACE	-
39	R-C	0.9	OPEN SPACE	-
40	R-C	14.2	OPEN SPACE	-
41A	LDR	32.1	PD-2.4	77
41B	MDR	14.4	PD-5.1C	73
41C	MDR	10.2	PD-5.1C	52
42	MDR	14.2	PD-5.1C	72
43	PQP/MDR	3.8	WATER TANK/PD-10	-
44A	MDR	6	PD-5.1C	30
44B	MDR	12.6	PD-8	100
45A	MDR	9.4	PD-8	75
45B	PQP	5.2	PRIV. REC. FACILITY	-
46A	MDR	13.5	PD-4.2	56
46B	MDR	11.8	PD-3.7C	43
46C	MDR	6.9	PD-8.1	55
46D	MDR	6.9	PD-7.3	50
46E	MDR	5.6	PD-8.1	45
47A	MDR	15.4	PD-3.6C	55
47B	LDR	13.1	PD-3.2C	41
48	PQP	5.4	PARK	-
49	PQP	19.9	JR. HIGH SCHL/PD-5	-
50	MDR	12.8	PD-7.3	93
51	LDR	19.1	PD-2.9C	55
52A	MDR	8.3	PD-7.3	60
52B	MDR	8.9	PD-6.5	57
52C	MDR	4.7	PD-7.3	34
53	PQP	10.3	K-6 SCHOOL/PD-5	-
54	PQP	4.7	PARK	-
55A	LDR	12.6	PD-3.1	39
55B	LDR	11.8	PD-3.1	36
55C	MDR	1.5	PD-5	7
56	LDR	9.9	PD-2.4	23
57	MDR	14.2	PD-4.2	59
58	LDR	7.3	PD-3.2C	23
59	MDR	7.7	PD-3.6C	27
60	MDR	4.6	PD-3.6C	16
61A	MDR	10.9	PD-5.3C	57
61B	MDR	12.3	PD-5.4C	66
61C	MDR	10.8	PD-8.3	89
62	LDR	17.9	PD-2.5C	44
63	LDR	11.4	PD-3.2C	36
64A	MDR	16.3	PD-4.1C	66
64B	MDR	14.9	PD-4.7C	70
65	LDR	9.9	PD-2.1	20
66	LDR	3.3	PD-2.8	9
67A	LDR	35.1	PD-2.4	84
67B	LDR	20.8	PD-1.6	33
69	MDR	13	PD-3.8C	49
CORE ROADS		81		-
TOTAL	RW	1,296.3		4,252
PARCEL K				
100	LDR	43.1	PD-3B	109
101	R-C	1.2	OS	-
102	R-C	1.7	OS	-
103	LDR	1	PD-3.3	0
TOTAL		47		109
HIGHWAY 65				
104	BP/COM	66.3	PD-BP/COMM	-
05	R-C	23.6	OS	-
06	RC	24.3	PD-COMM	-
07A	RC	32.4	PD-COMM	-
07B	RC	6	PD-COMM	-
08A	BP/COM	47.6	PD-BP/COMM	-
08B	M			
09	MDR	20.4	PD-8.7A	177
10	R-C	15.7	OS	-
11	MDR	22.9	PD-8.7A	149
12	R-C	2.3	OS	-
13A	LI	13.9	PD-LI	-
13B	LI/MU	17.7	PD-LI	-
13C	Campus	74.5	PD-LI	-
14	RC	30.1	PD-COMM	-
15	LI	81.8	PD-LI	-
16	R-C	5	OS	-
E RW		23.7	RW	-
TOTAL		527.8		326
WD TOTAL		1,871.1		4,687



NORTHWEST ROCKLIN LAND USE SUMMARY

AREA	LAND USE	ACRES	PERCENT ACREAGE	# OF UNITS	PERCENT UNITS
SUNSET RANCHOS	PD-1.6	20.8	1.6%	33	1%
	PD2.1-3.3	161.8	12.5%	407	10%
	PD2.5C	17.9	1.4%	44	1%
	PD3A	29.3	2.3%	78	2%
	PD2.6C-3.4C	50.9	3.9%	155	4%
	PD-4	51	3.9%	171	4%
	PD4.2-5	165.1	12.7%	693	16%
	PD3.5C-5.4C	151.7	11.7%	676	16%
	PD6.5-6.6	45.7	3.5%	288	7%
	PD7.3-10A	91.2	7.0%	733	17%
	MF RES	52.2	4.0%	974	23%
	PD-10-12	6.2	0.5%	74	2%
	PD-18-20	46	3.5%	900	21%
OTHERS		458.7	35.4%		
	PD-BP	0	0.0%		
	PD-COMM	17.3	1.3%		
	PD-NH.COMM	0	0.0%		
	PRIVATE REC	5.2	0.4%		
	PARKS	57.2	4.4%		
	Water Tank	3.8	0.3%		
	OS	201.9	15.6%		
	SCHOOL	92.3	7.1%		
	CORE ROADS	81	6.2%		
SUNSET RANCHOS	TOTAL	1296.3	100%		

PARCEL K	PD-3B	43.1	91.7%	109	100
	PD-3.3	1	2.1%		
	OS	2.9	6.2%		
PARCEL K	TOTAL	47	100%	109	

HIGHWAY 65	PD-8.7A	43.3	8.2%	326	
	PD-COMM	92.8	17.6%		
	PD-BP/COMM	113.9	21.6%		
	OS	66.2	12.5%		
	PD-LI	187.9	35.6%		
	CORE ROADS	23.7	4.5%		
HIGHWAY 65	TOTAL	527.8	100%	326	

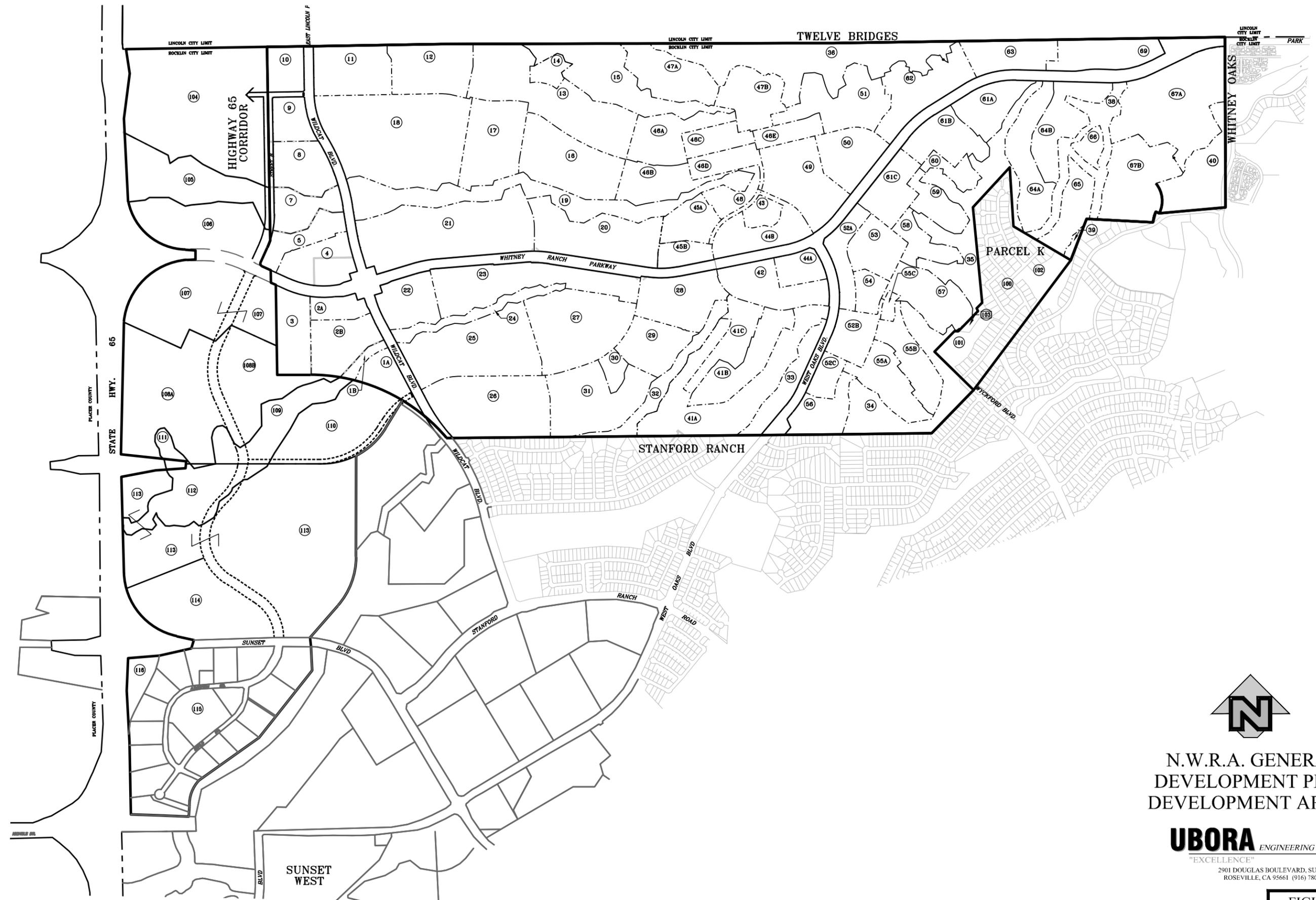
Grand Totals		1871.1		4687	
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UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2901 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

FIGURE

Packet Pg. 377

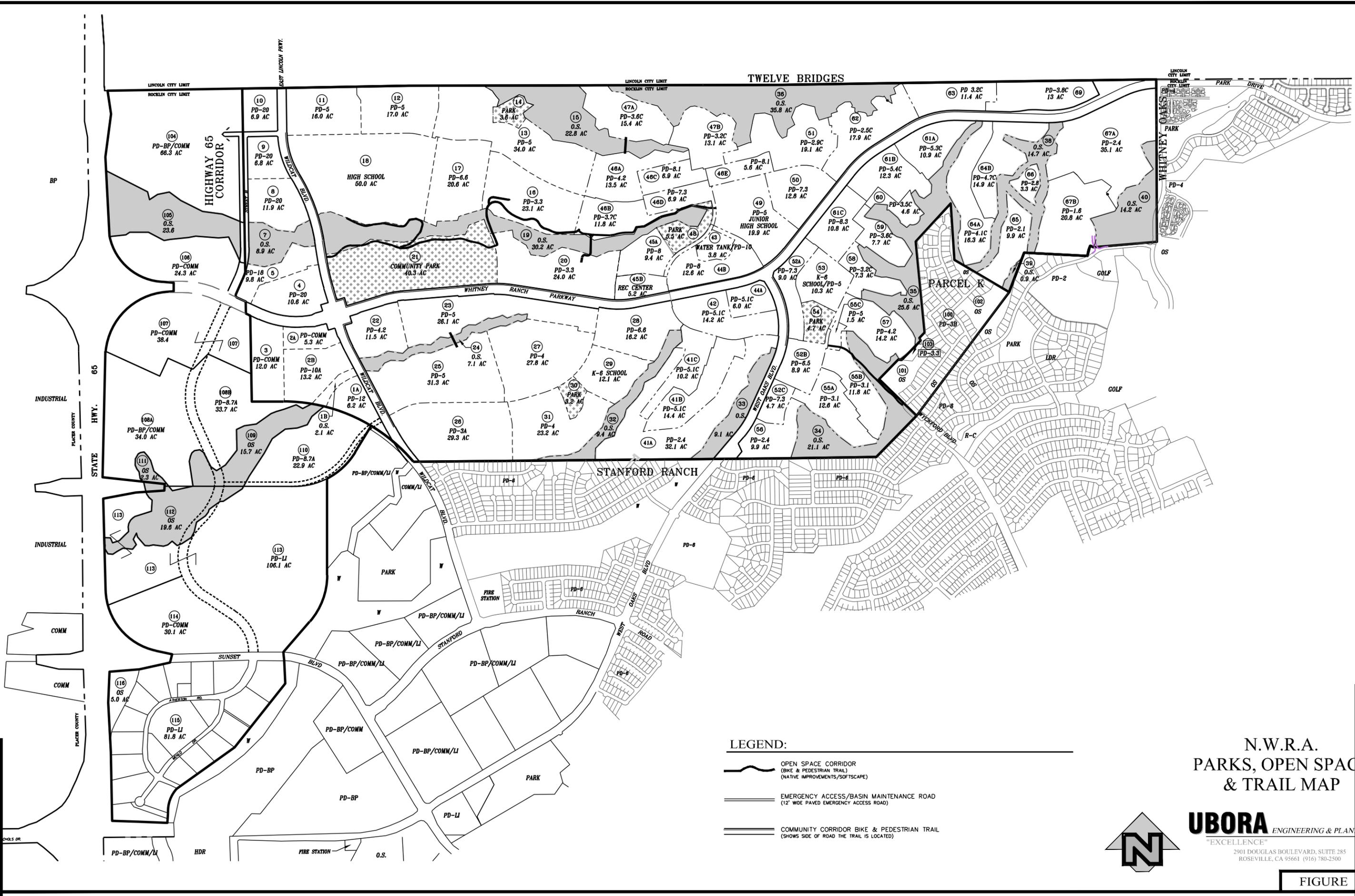
Agenda Item #12.B.



N.W.R.A. GENERAL
DEVELOPMENT PLAN
DEVELOPMENT AREA

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FIGURE



LEGEND:

- OPEN SPACE CORRIDOR (BIKE & PEDESTRIAN TRAIL) (NATIVE IMPROVEMENTS/SOFTSCAPE)
- EMERGENCY ACCESS/BASIN MAINTENANCE ROAD (12' WIDE PAVED EMERGENCY ACCESS ROAD)
- COMMUNITY CORRIDOR BIKE & PEDESTRIAN TRAIL (SHOWS SIDE OF ROAD THE TRAIL IS LOCATED)

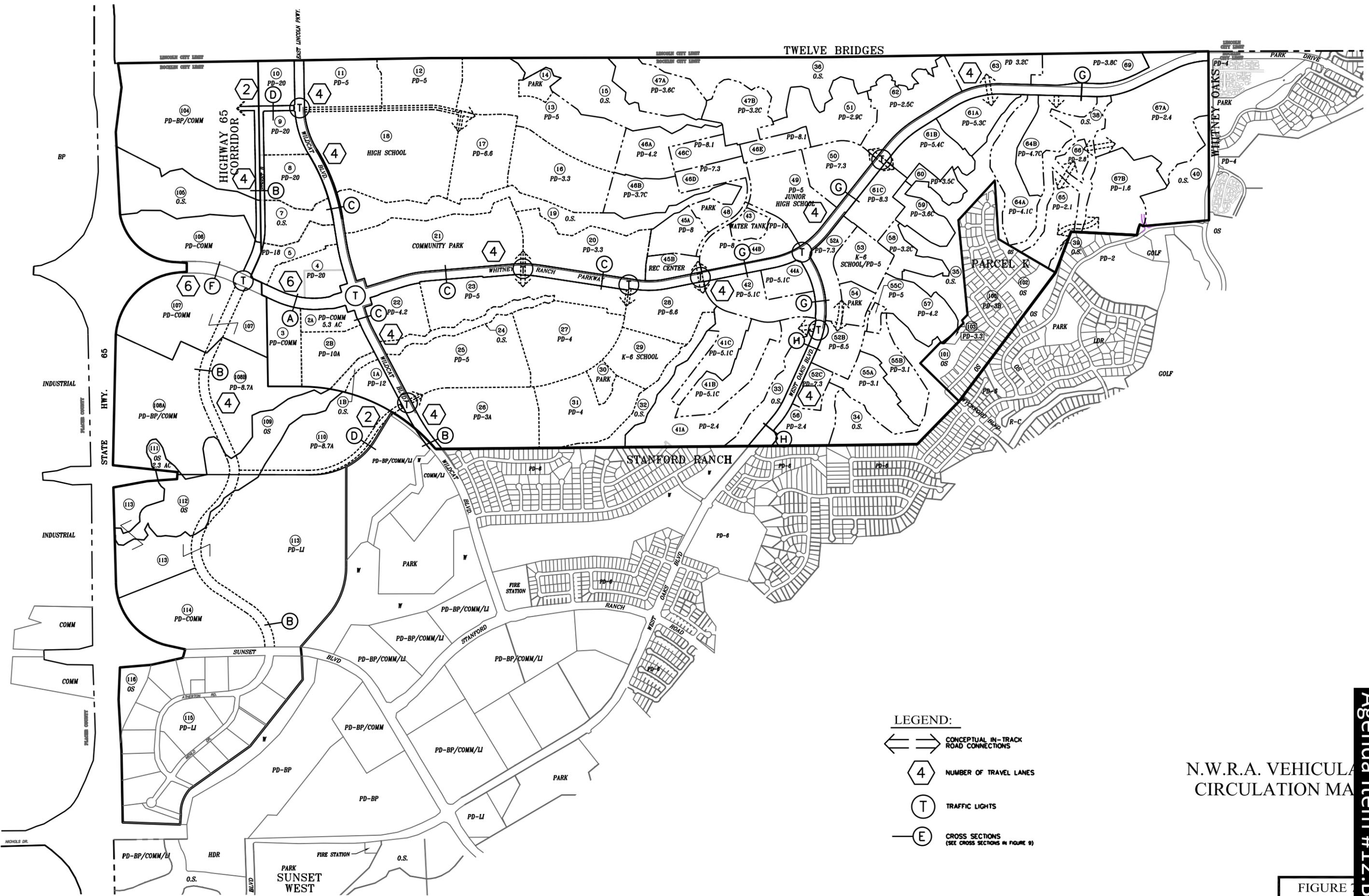


N.W.R.A.
PARKS, OPEN SPACE
& TRAIL MAP

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FIGURE

P:\project\9-110.10 (Whitney Ranch)\GDP Clean up\Exhibits\FIG 6-Parks OS Trail.dwg, 09/01/17 01:12:16pm, micah

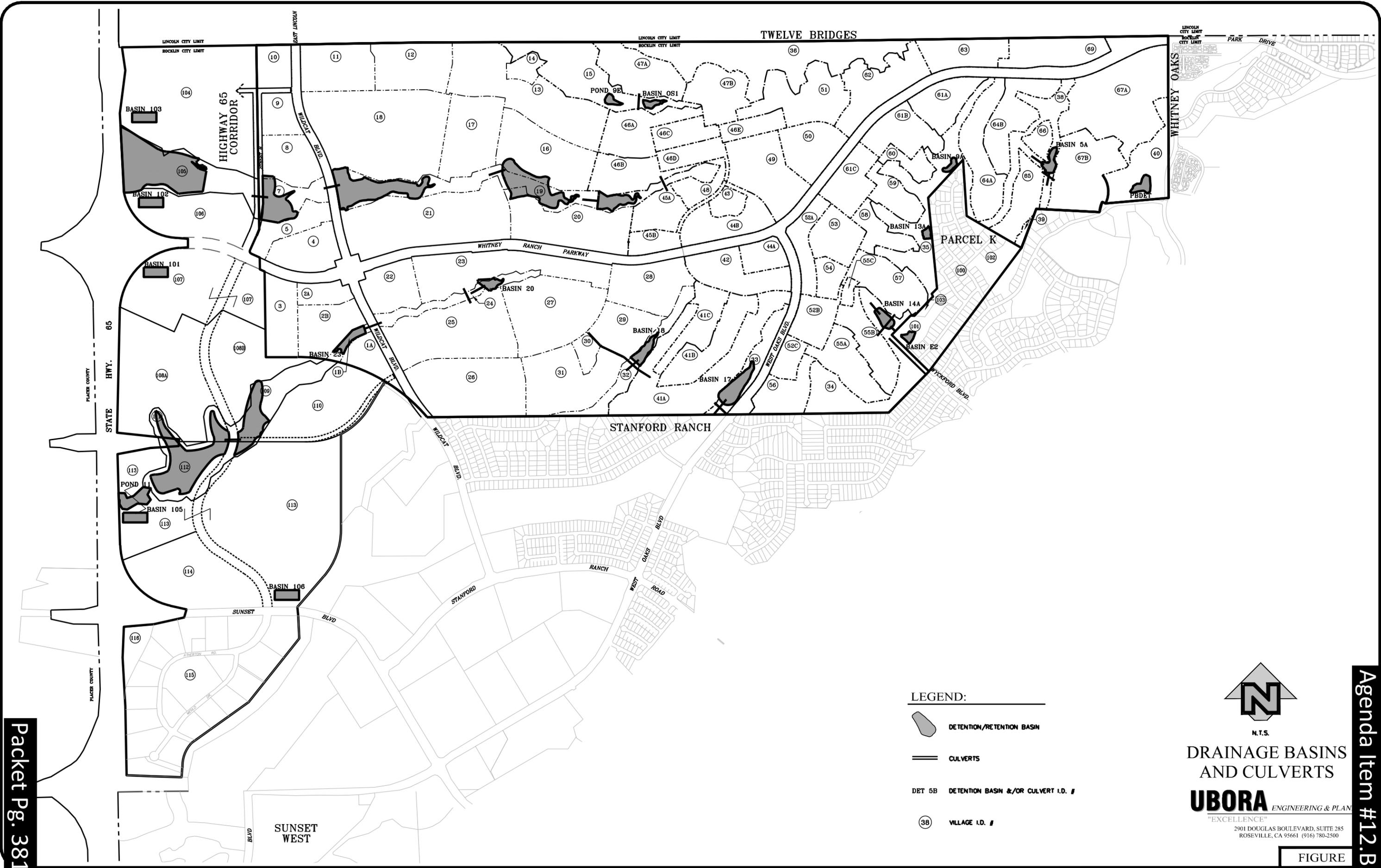


LEGEND:

- CONCEPTUAL IN-TRACK ROAD CONNECTIONS
- NUMBER OF TRAVEL LANES
- TRAFFIC LIGHTS
- CROSS SECTIONS (SEE CROSS SECTIONS IN FIGURE 9)

N.W.R.A. VEHICULAR CIRCULATION MAP

FIGURE 7



- LEGEND:**
-  DETENTION/RETENTION BASIN
 -  CULVERTS
 - DET 5B DETENTION BASIN &/OR CULVERT I.D. #
 -  VILLAGE I.D. #

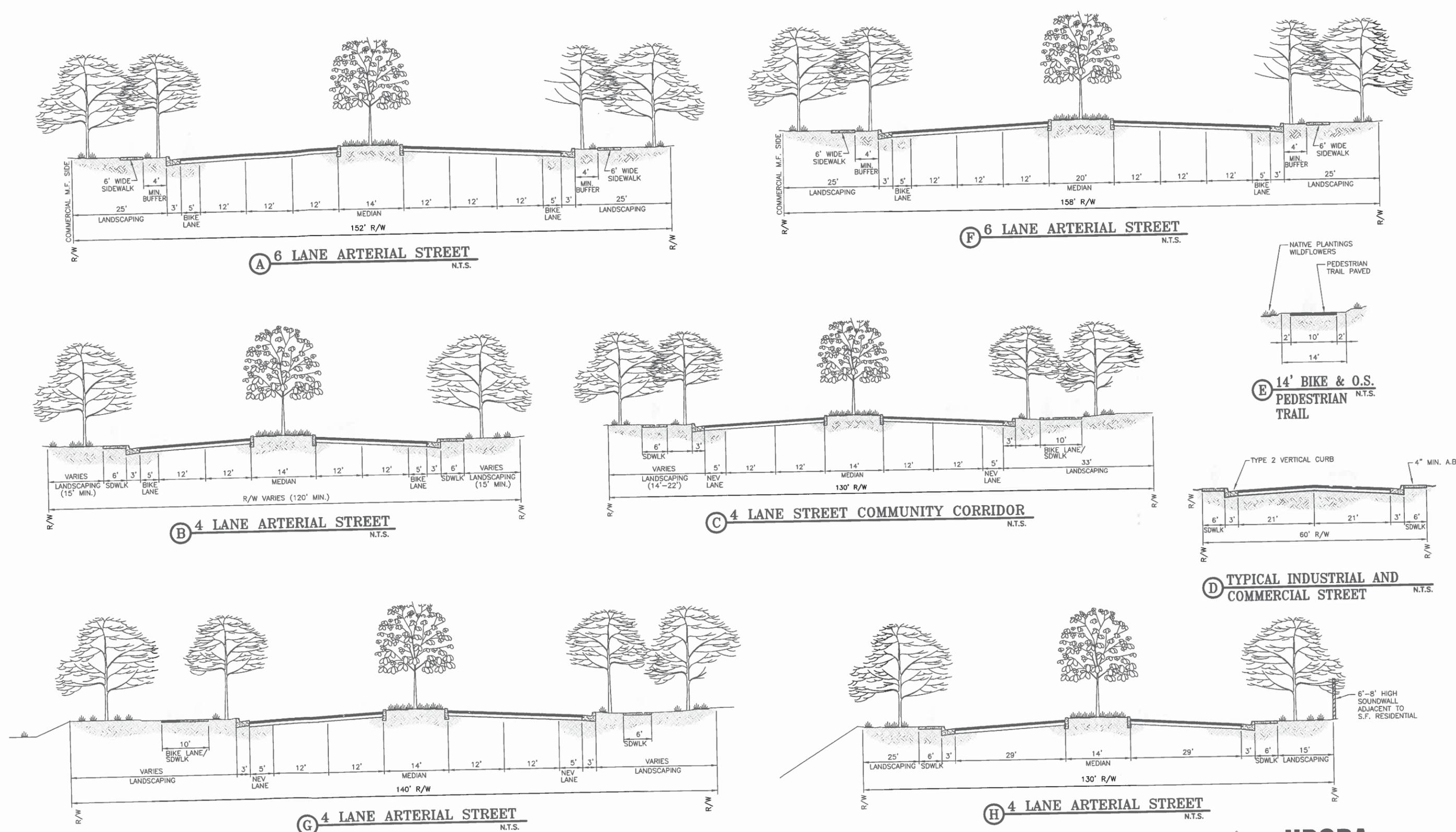


N.T.S.
**DRAINAGE BASINS
 AND CULVERTS**
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 ROSEVILLE, CA 95661 (916) 780-2500

FIGURE

Agenda Item #12.B.

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N.W.R.A. ROADWAY CROSS SECTIONS



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ROSEVILLE, CA 95661 (916) 780-2500

FIGURE 8



BACK TO AGENDA

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
A SMALL LOT TENTATIVE SUBDIVISION MAP(Whitney Ranch Phase III Small Lot Tentative Subdivision Map / SD2017-0007)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The proposed Whitney Ranch Phase III project, including its related land use entitlements, was analyzed as required by the California Environmental Quality Act (CEQA) as a part of the Northwest Rocklin Annexation Area EIR and associated Addendum, approved and certified by City Council Resolutions No. 2002-230 and 2008-252, respectively. Pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, no further environmental review of the Whitney Ranch Phase III project is required, nor should be conducted, since the project is within the scope of the Northwest Rocklin Annexation Area EIR and associated Addendum which adequately describes these activities for purposes of CEQA for the following reasons:

A. No new significant environmental effects nor any substantial increase in the severity of previously identified significant effects will occur from the Phase III project;

B. No substantial changes occur with respect to the circumstances under which the project will be undertaken which will require major revisions of the previous EIR or Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

C. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR or Addendum were certified as complete shows any of the following:

i) That the project will have one or more significant effects not discussed in the previous EIR;

ii) That significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

iv) That mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects of the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Section 2. The City Council of the City of Rocklin finds and determines that:

A. Tentative Subdivision Map (SD2017-0007) allows the subdivision of approximately 41.2 gross acres into 208 single-family residential lots, 15 lettered open space and landscape lots to be dedicated to the City, and 1 landscape lot to be retained by the HOA.

B. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

C. The proposed subdivision, together with the provisions for its design, is consistent with the concurrent North West Rocklin Annexation Area General Development Plan Amendment (PDG2017-0004) proposed for the property.

D. The proposed subdivision, together with the provisions for its design, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan as modified by the concurrent Whitney Ranch Phase III General Plan Amendment (GPA2017-0003).

E. The site is physically suitable for the proposed type and density of development.

F. The design of the subdivision is not likely to cause substantial environmental damage, nor will it substantially and avoidably injure fish or wildlife or their habitat.

G. The design of the subdivision will not cause serious public health problems.

H. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

I. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 3. The tentative subdivision map (SD2017-0007) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is approved by the City Council subject to the conditions listed below. Unless otherwise expressly stated, the subdivider is solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of each final map with the City Engineer for the purpose of filing with the City Council.

The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify the Exhibits. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the condition for approval. Unless expressly stated otherwise, the applicant is solely responsible for satisfying each condition prior to approval of each final map.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Phasing

Development of this subdivision shall comply with Whitney Ranch Phase II Exhibit E – Phasing Narrative and Graphic of Resolution No. 2010-60, as well as the general phasing condition, Condition B.1.f. of Resolution 2008-255. (PLANNING, ENGINEERING)

2. Schools

The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):

- a. At the time of issuance of a building permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995, to the satisfaction of the Rocklin Unified School District.
- b. The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

3. Utilities

- a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA, ENGINEERING)
- b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans.

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to SPMUD prior to approval of the sewer plan for the project. (SPMUD, ENGINEERING)

- c. Telephone, Gas, and Electricity – Telephone, gas and electrical service shall be provided to the subdivision from AT&T or other service providers and Pacific Gas & Electric (PG&E).
- d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)

- e. The project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public areas and features. (ENGINEERING, FINANCE)
4. Fire Service
- a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency. (FIRE, PCWA)
 - b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (FIRE)
 - c. OptiCom and Knox Box devices shall be installed on access gates, as needed. The location and configuration of any access gates shall be approved by the Rocklin Fire Chief. (FIRE)
 - d. Appropriate access into open space and/or undeveloped portions of the project shall be provided and maintained in accordance with Fire Department requirements. (FIRE)
 - e. Fire Lane and No Parking designations in the private alleys of Unit 1A shall be to the satisfaction of the Rocklin Fire Chief. (FIRE)
5. Drainage and Flood Control
- a. Development, through onsite or offsite retention or detention or otherwise, shall not result in a net increase in the volume of stormwater flows, as compared to undeveloped conditions downstream. Development (including preliminary development activity on the site) that will result in a net increase in the volume of stormwater flows, as compared to undeveloped conditions, downstream shall be prohibited until appropriate detention/retention facilities designed to accommodate the increased flow is available to receive the flow or on or off-site retention or detention is provided. To be “available to receive the stormwater flows” from the site of the development, the detention/retention facility must be constructed and in operation, and the owner of the development site must have the right to use the facility on a permanent basis for this purpose. (ENGINEERING)
 - b. The storm drainage plan shall be prepared and submitted prior to or concurrently with the subdivision improvement plans. The plan shall contain the following: (ENGINEERING)

- 1) Provisions for detaining run off at pre-development levels;
 - 2) Individual lot drainage, with individual lot drainage features, such as lined drainage swales, being included in the improvement plans;
 - 3) Location and specifications of on-site or off-site detention/retention basins.
- c. All necessary drainage easements shall be shown and offered for dedication (or Irrevocable Offer of Dedication provided) on or with the final map. (ENGINEERING)
- d. Subdivider shall prepare a storm water pollutant prevention plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans. (ENGINEERING)
- e. Storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system. (ENGINEERING)
- f. Flat top drainage inlets will not be accepted unless approved by the City Engineer. Drainage inlets shall be placed at lot lines. Drainage inlets placed in front of driveways will not be accepted. (ENGINEERING)
- g. All drain pipe outfalls at detention/retention ponds shall be designed per City Engineer requirements. (ENGINEERING)
- h. All drainage outfalls must go through sand and oil separators or other water quality treatment system acceptable to the City. (ENGINEERING)
- i. As determined appropriate, some water quality treatment facilities can be storm drain inlet type storm water quality control structures. (ENGINEERING)
- j. Other appropriate permanent BMPs/BATs, such as those described in Condition M.11. in Exhibit B of the General Development Plan, shall be incorporated into project designs to reduce urban pollutants in runoff, consistent with goals and standards established under federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Stormwater runoff BMPs selected from the Storm Water Quality Task Force (*California Storm Water Best*

Management Practices Handbook, 1993), the Bay Area Stormwater Management Agencies Association *Start at the Source Design Guidance Manual*, the Sacramento Stormwater Quality Partnership Stormwater Quality Design Manual, the City of Rocklin's Post-Construction Design Manual, or equally effective measures shall be identified prior to final design approval. To maximize effectiveness, the selected BMPs/BATs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs/BATs shall be identified.

Provisions for the maintenance and periodic inspection of permanent facilities shall be addressed to the satisfaction of the City Engineer and the Director of Public Services. These provisions shall include periodic inspection, cleaning, and the replacement of filter materials, as necessary, to retain the integrity of the BMP/BAT. (ENGINEERING, ENVIRONMENTAL SERVICES)

6. Grading

A grading plan and final geotechnical investigation/report shall be included with the subdivision improvement plans. The grading of the lots often involves a cut/fill situation that has the possibility to result in differential settlement. The geotechnical investigation/report shall specifically explore this issue and provide recommendations as applicable in the report to ensure that structures constructed on the lots do not experience significant differential settlement. The geotechnical investigation shall be prepared by a professional engineer or geologist registered in the State of California in accordance with State regulations and to the satisfaction of the City. The City shall ensure recommendations pertaining to site preparation, construction, and building and roadway design are identified in the geotechnical report and are incorporated into each project design through the plan check and inspection process. (ENGINEERING)

7. Improvements/Improvement Plans

Prior to any grading, site improvements, or other construction activities associated with this project improvement plans shall be prepared consistent with the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer. The project improvement plans shall include the following: (ENGINEERING, PUBLIC SERVICES, PLANNING, ENVIRONMENTAL SERVICES, FIRE)

- a. The following subdivision improvements shall be designed and constructed and/or installed:

- 1) All on-site standard subdivision improvements, including streets, curbs, gutters, sidewalks, drainage improvements, utility improvements, fire hydrants and street lights which shall be the standards identified in Exhibit G of Resolution 2008-255 for Phase II, and the street sign poles and brackets shall match what was installed in Whitney Ranch Phases I and II. Curb types shall be per City Standards and City Engineer requirements.
- 2) The following on-site special improvements:

Retaining Walls

- a) Individual lot side yard and rear yard retaining walls may be tan or grey segmental block or CMU if they are not visible from the public or private right-of-way or a public vantage point (such as trails). Retaining walls located within any street side yards shall be split face in appearance on the side exposed to public view. Wood retaining walls are not allowed in any locations where retaining walls are installed by the subdivider.
- b) All retaining walls within City public rights-of-way shall have a design to convey base of wall drainage such that no drain water will flow over the sidewalk. Each situation will be evaluated based on specific site characteristics. Possible solutions could include under sidewalk drains or connection to the adjacent street storm drain system.
- c) All retaining walls in individual lots within street side yards, side yards between individual lots and at the rear of lots other than those adjacent to open space shall contain drains with drain stub outs. All drain stub outs shall be as-built to provide the home builder with accurate information so the home builder can connect the retaining wall drain to the lot drain system.
- d) Retaining walls adjacent to open space shall have seep drains at the heel of the retaining wall and may be piped to daylight to the open space.

Streetlights

- e) Decorative residential and arterial street lights as used in Phases I and II shall be installed on all streets within the subdivision. Lighting installation and wiring shall comply with all applicable City standards. Replacement parts shall also be provided to the City to the satisfaction of the Director of Public Services.

Street Sign Poles and Brackets

- f) Decorative street sign poles and brackets consistent with those installed in Whitney Ranch Phases I and II shall be installed on all streets within the subdivision. Replacement parts shall also be provided to the City to the satisfaction of the Director of Public Services.

Walls and Fences

- g) All masonry walls shall be in substantial compliance with Exhibit A, with pilaster spacing no greater than 80 feet on center.
- h) Open space fencing shall be in substantial compliance with Exhibit A.
- i) All tubular steel fences and 50/50 combination walls shall be in substantial compliance with Exhibit A. Rust preventative shall be applied to all ornamental fencing. Ornamental fencing may be powder coated or coated with a zinc, inorganic zinc, or oil based primer with a polyurethane top coat to the satisfaction of the Director of Public Services.
- j) Standard post and cable fencing along open space boundaries and at interfaces between open space lots and public right-of-way with standard bollards shall be installed at access points to the City-owned open space preserve lots as required by Public Services and to the satisfaction of the City Engineer.

Utility Access Road, Unit 55C

- j) The 10 foot wide utility access road shall be constructed of an all-weather surface. Final location and design shall be to the satisfaction of the City Engineer and SPMUD.
- 3) Landscaping
- a) Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC SERVICES, PLANNING)
 - 1) Landscaping shall be installed in substantial compliance with Exhibit A.
 - 2) The landscaping plan shall be prepared by a landscape architect and shall include:
 - i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Groundcovers shall be planted at appropriate distances to achieve coverage at maturity, shrubs shall be a minimum of 5 gallon, and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock.
 - ii. A section diagram of proposed tree staking.
 - iii. An irrigation plan including an automatic irrigation system. All street landscaping, whether publicly or privately owned, shall be irrigated by a permanent drip system or low water consumption system acceptable to the City Rocklin. Privately landscaped areas within Unit 44B shall be on water meters that are separate from the City's water meter and irrigation systems.
 - iv. Use of granite or moss rock boulders along the planting areas.

- v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation in Landscaping Act. Government Code §65591, et seq.
 - vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.
- 3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.
- 4) The subdivider shall maintain the landscaping and irrigation systems for one year from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of-way until such time as the City takes over maintenance of the landscaping.
- b. Improvement plans for all subdivision improvements shall conform with the City's Standard Specifications then in effect, and shall be submitted to and reviewed and approved by the City Engineer. Approval by the City Engineer shall be valid for a period of two years. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.
- c. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard

form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer.

- d. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control, in conformance with the requirements of the City Engineer. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan approved by the City Engineer and shall be accompanied by financial security to ensure implementation of the plan.
- e. All rights-of-way for public roads associated with the subdivision improvements shall be offered for dedication in fee on the final subdivision map.
- f. The following lots shall be dedicated via an Irrevocable Offer of Dedication (IOD) to the City of Rocklin for open space, detention/retention facilities, drainage facilities, and landscape purposes:
 - Unit 1A (Lots A, B, and C)
 - Unit 42 & 44A (Lots A, B, C, D, E and F)
 - Unit 44B (Lots A, B, C, D, E, and F)
 - Unit 55C (Lot A)
- g. The following shall be included in the project notes on the improvement plans:
 - 1) Prior to commencement of grading, the subdivider shall submit a construction emission/dust control plan for approval by the City Engineer, Public Services Director, and the Placer County Air Pollution Control District (District). The plans shall specify measures to reduce dust pollution during all phases of construction.
 - 2) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
 - 3) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
 - 4) All adjacent paved streets shall be swept during construction.

- 5) All trucks leaving the site shall be washed off to eliminate dust and debris.
- 6) All construction equipment shall be maintained in clean condition.
- 7) All exposed surfaces shall be revegetated as quickly as feasible.
- 8) If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
- 9) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
- 10) Construction equipment shall be properly maintained and tuned.
- 11) Low emission mobile construction equipment shall be utilized where possible.
- 12) Open burning is prohibited.
- 13) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission Limitations.
- 14) The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board (CARB), will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.
- 15) Construction contracts shall stipulate that at least 20% of the heavy-duty off-road equipment included in the inventory be powered by CARB-certified off-road engines, as follows:

175 hp to 750 hp	1996 and newer engines
100 hp to 174 hp	1997 and newer engines
50 hp to 99 hp	1998 and newer engines

In lieu of or in addition to this requirement, an applicant can use other measures to reduce particulate matter and nitrogen oxide

emissions from their project through the use of emulsified diesel fuel and/or particulate matter traps. The District shall be contacted to discuss this measure.

- 16) All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer-installed mufflers.
- 17) Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as is feasible.
- 18) Those engaged in construction activity shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on weekends or matching any subsequent changes in City policy to the satisfaction of the City Engineer or Building Official.
- 19) Construction traffic associated with development of the Whitney Ranch Phase III areas shall utilize Whitney Ranch Parkway from the west to access the sites. This route is to be used by both heavy equipment and individual construction workers. Limited construction access on West Oaks Boulevard between Whitney Ranch Parkway and Painted Pony Lane may be permitted for major delivery of materials and equipment or other special activities subject to approval in advance by the City of Rocklin Public Services Director. Information regarding these restrictions and requirements shall be included in all improvement plans and contractor agreements.
- 20) If evidence of soil contamination, such as stained or odorous soils, or other evidence of hazardous materials is encountered during construction or development activities, work shall cease until an environmental professional, retained at the applicant's expense, has evaluated the situation and identified necessary and appropriate follow-up actions. As part of this process, the City shall ensure that any necessary investigation and/or remediation activities conducted in the project area are coordinated with Placer County Division of Environmental Health, and, if needed, other appropriate State agencies. (Placer County Division of Environmental Health)

- 21) If, during construction in the Phase III area, groundwater is encountered and dewatering activities are required, the water shall be analyzed by an environmental professional, retained at the applicant's expense, to determine if the water contains unsafe levels of pesticides, herbicides, nitrates, or other contaminants. Work shall not continue until results of the water analyses have been reported and the Placer County Division of Environmental Health has been informed of the results and has provided guidance. (Placer County Division of Environmental Health)
- 22) The Phase I Environmental Site Assessment prepared for the project site (Sunset Ranchos) shall be implemented to ensure that the potential environmental conditions associated with the properties do not present a health and safety hazard to the environment, the site workers, or the public. The recommendations include, but are not limited to, confirmation as to whether illegally applied pesticides, herbicides, or nitrates are present in soil and water on the property, investigation of potential heating oil tanks or hazardous building materials associated with on-site residences, and further investigation of trash pits at the development site. Additional site investigations shall be coordinated with the Placer County Division of Environmental Health and any required remediation shall be completed. (Placer County Division of Environmental Health)
- 23) If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted to obtain a blasting permit shall include a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast blankets, and traffic groundshaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media and affected residents and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.
- 24) a. If, during construction, the project applicant, any successor in interest, or any agents or contractors of the

applicant or successor discovers a cultural resource (such as CA-PLA-616) that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and a representative of the Indian Community shall be immediately notified. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the applicant's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtained from the Indian Community within 72 hours (excluding weekends and State and federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. If the discovered cultural resource is not a Native American artifact, a Native American site, an historical resource, or a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

- b. If, during construction, the project applicant, any successor in interest, or any agents or contractors of the project applicant or successor discovers any human remains, the following steps should be taken:
- 1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
 - a) The project applicant or its successor in interest contacts the Placer County Coroner so that the Coroner can determine whether any investigation of the cause of death is required, and
 - b) If the Coroner determines the remains to be Native American:
 - i. The Coroner shall contact the Native American Heritage Commission within 24 hours (excluding weekends and State and federal holidays). After hearing from the Coroner, the project applicant or its successor in interest shall immediately notify the City of Rocklin and a representative from the Indian Community of the Coroner's determination, and shall provide the Indian Community the opportunity, within 72 hours thereafter, (excluding weekends and State and federal holidays) to identify the most likely descendant.
 - ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
 - iii. The most likely descendent, as identified by either the Native American Heritage Commission or

the Indian Community, may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98, or

- 2) Subject to the terms of paragraph 3) below, where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.
 - a) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours (excluding weekends and State and federal holidays) after being notified by the Commission.
 - b) The Indian Community is unable to identify a most likely descendent, or the most likely descendant identified by the Indian Community failed to make a recommendation within 72 hours (excluding weekends and State and federal holidays) after the project applicant or its successor notified the Indian Community of the discovery of human remains; or
 - c) The landowner or its authorized representative rejects the recommendation of the descendant identified by the Commission, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

- 3) In the event that the Coroner determines that the remains are Native American in origin, and the Native American Heritage Commission and the Indian Community agree that the remains are of a person associated with the historic United Auburn Indian Community, the project applicant or its successor, if permitted by state law, shall provide the remains and any associated grave goods to the Indian Community with the understanding that the Indian Community will provide for burial with appropriate dignity at an appropriate location that will not be subject to future disturbance.

- 25)
 - a. All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer installed mufflers.

 - b. Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as feasible.

 - c. Those engaged in construction activity shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on weekends, to the satisfaction of the Director of Public Services or the Building Official. (PUBLIC SERVICES, BUILDING)

- 26) Temporary fencing shall be erected at locations determined by the City Engineer during all construction operations to prevent encroachment into riparian areas, woodland tree canopies, or other sensitive areas, as needed.

8. Biological Resources

- a. The project shall avoid any net loss of seasonal wetlands and jurisdictional waters of the United States, or the bed, channel, or bank of any stream. Such avoidance may be achieved by implementing and complying with the provisions of the Clean Water Act, as administered by the U.S. Army Corps of Engineers, under Section 404 of the Clean Water Act, and under Sections 1600-1607 of the California Fish and Game Code, as administered by the California Department of Fish and Wildlife (CDFW)

(previously Department of Fish and Game), which includes obtaining all required permits from the U.S. Army Corps of Engineers and entering into a Streambed Alteration agreement with CDFW and complying with all terms and conditions of those permits and agreements.

Satisfaction of the conditions shall require the applicant to submit to the Economic and Community Development Director and the City Engineer verification from the U.S. Army Corp of Engineers and the CDFW that the development project meets all regulations and that the applicant has obtained all required permits relating to wetlands and waterways.

- b. The following information shall be included as a note within the improvement plans:

Measures to protect Valley Elderberry Longhorn Beetle (VELB) are outlined in the Biological Opinion for the Sunset Rancho's Project dated July 21, 2000 and amended on October 13, 2000 (Service File 1-1-00F-0044, Corps File 199800668) as part of General Condition 11 of the Nationwide Permit No. 26 wetlands fill permit for that project. These measures may include the following:

All contractors and construction crews shall be briefed by a qualified biologist on the status of VELB (federally listed as threatened) and the need to protect its host plant, requirements to avoid damaging elderberry plants, and possible penalties for not complying with identified mitigation and monitoring measures. All elderberry stems of at least 1.0 inch diameter at ground level that cannot be avoided during construction act ivies shall be transplanted to an USFWS-approved mitigation area.

All transplanting of elderberry plats shall occur during the plants' dormant season (November to mid-February) and follow the standards set forth in the USFWS *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (July 9, 1999).

- c. Prior to construction, the applicant, in consultation with the city of Rocklin and CDFW, shall conduct a pre-construction breeding-season (approximately February 15 through ~~August 30~~ September 15) survey of the development project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the development project site. (No surveys are required if construction activities occur outside of the breeding season.)

If phased construction procedures are planned for the development project, the results of the above survey shall be valid only for the season when it is conducted. A new survey shall be conducted for construction occurring in subsequent seasons.

A report shall be submitted to the City of Rocklin, following the completion of the raptor nesting survey that includes, at a minimum, the following information:

A description of methodology including dates of field visits, the names of survey personnel with resumes, a list of reference cited and person contacted, and a map showing the location(s) of any raptor nests observed on the project site.

If the survey does not identify any nesting raptor species on the project site, no further mitigation shall be required. However, should any raptor species be found nesting on the project site, the following mitigation conditions shall be implemented:

- 1) The applicant, in consultation with the City of Rocklin and CDFW, shall direct construction activities to avoid all birds-of-prey nest sites located in the development project site during the breeding season while the nest is occupied with adults and/or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFW. Highly visible temporary construction fencing shall delineate the buffer zone.
 - 2) If a legally-protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young are no longer dependent on the nest site as determined by a qualified biologist.
- d. The project shall avoid any net loss of vernal pool crustaceans and their habitat. This avoidance may be achieved through the Section 404/Section 7 Consultation permit process, in accordance with typical standards used by the U.S. Fish and Wildlife Service. This requirement shall be implemented prior to approval of improvement plans or any land use entitlements.

There are three options for mitigation of project-related impacts to vernal pool crustacean habitat:

--Option 1: The applicant shall establish an USFWS-approved mitigation bank. The applicant shall reconstruct vernal pool crustacean habitat at a replacement ratio of 1:1 for vernal pool crustacean habitat creation AND 2:1 for vernal pool crustacean habitat preservation for each acre of vernal pool crustacean habitat impacted.

The applicant shall permanently protect the agreed-upon acreage of vernal pool crustacean habitat within the mitigation bank via a USFWS-approved conservation easement, to be held by an USFWS-approved entity.

--Option 2: The applicant shall pay into the USFWS vernal pool crustacean mitigation fund. The replacement ratio would 1:1 for vernal pool crustacean habitat creation and 2:1 for vernal pool crustacean habitat preservation for each acre of vernal pool crustacean habitat impacted.

--Option 3: The applicant shall purchase vernal pool crustacean mitigation credits from an existing mitigation bank. The replacement ratio would be 1:1 for vernal pool crustacean habitat creation and 2:1 for vernal pool crustacean habitat preservation for each acre of vernal pool crustacean habitat impacted.

Applicants shall submit to the Economic and Community Development Director and the City Engineer verification from the USFWS that the project meets all regulations and that the developer/subdivider has obtained all required permits relating to vernal pool crustacean habitat.

9. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way and/or other lands owned by the City of Rocklin. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either

directly with the City or deposited with a recognized escrow agent for the benefit of the City. (ENGINEERING, PUBLIC SERVICES)

10. Subdivision Design – Special Conditions

- a. In Unit 44B the landscape median in public Road D shall have plants and irrigation installed to the satisfaction of the Economic and Community Development Director and the Public Services Director. Plants shall include drought tolerant shrubs and groundcovers in compliance with PCWA requirements and to the satisfaction of the Public Services Director. (PCWA, PUBLIC SERVICES)
- b. In Lot A of Unit 55C adjacent to the sidewalk there shall be installed an amenity area generally consistent with those installed in Phase II Unit 41 at the open space/road interface on Hitching Rail Street and Dusty Stone Drive, as shown in Exhibit A. Access to the SPMUD maintenance road shall be controlled with either standard post and cable fencing or with standard metal open space fencing, set back 10 feet from the back of sidewalk, including collapsible bollards or a gate, to the satisfaction of the Public Services Director, the Fire Chief, and SPMUD. (PUBLIC SERVICES, FIRE, SPMUD)
- c. Landscape lots at arterial and secondary intersections shall have accent trees planted in the area between the back of sidewalk and the chamfered masonry wall, in groups of two or three, consistent with Phases I and II, and the mix of shrubs and groundcovers in the landscape lots shall be to the satisfaction of the Public Services Director and the Economic and Community Development Director. (PUBLIC SERVICES, PLANNING)
- d. Prior to recordation of the final map for Unit 55C, the extension of Lazy Trail Drive between Painted Pony Lane (Unit 55A) and Hidden Ranch Loop (Unit 57) shall be constructed on the improvements plans, if not already constructed with either of the adjacent Units 55A and/or 57. (ENGINEERING, PUBLIC SERVICES)

11. Open Space -- Common Areas -- Maintenance

Prior to or concurrently with the recordation of the final map the Subdivider shall provide for the ownership and maintenance of those portions of the project to be commonly owned and / or maintained by the residents of the subdivision as specified herein through formation of a homeowner's association. The documents creating the homeowner's association shall meet the following

requirements and minimum provisions: (ENGINEERING, CITY ATTORNEY, PLANNING)

- a. Define the following portions of the subdivision to be common areas jointly owned and / or maintained by the residents of the subdivision:
 - Unit 1A (Alleys A through K)
 - Unit 44B (Lot G)
- b. Assignment to the homeowner's association responsibility for the maintenance of common areas and commonly maintained areas including but not limited to: fencing, walls, and signage; landscaping; private utility services; outdoor lighting; private alleys; recreational areas and facilities including trails, benches and other amenities; detention and drainage facilities that are not maintained by the City.
- c. Assignment to the homeowner's association responsibility to monitor and report to the Economic and Community Development Director of the City of Rocklin on activities and violations of any of these conditions, easement restriction, or any other ordinance, rule or regulation of the City occurring within the common area.
- d. A statement that the City may, at its option, cause the maintenance responsibilities set forth in the documents creating the homeowners association to be performed and assess (lien) the cost to the homeowner's association in the event the project is not maintained in accordance with the approved plans. (RMC §17.60.040)
- e. A statement expressly prohibiting modification or deletion of any portion of the homeowner's association documents which specifically address City conditions of approval, City requirements, or termination of the HOA in its entirety, without the express written consent of the City.
- f. The documents creating the homeowner's associations/cost centers shall be reviewed and approved by the City Attorney for compliance with the conditions of approval stated in this Resolution prior to recordation.

12. Air Quality

- a. Residential subdividers shall record the following separate instrument with their final map(s): (ENGINEERING, PLANNING)

A document prepared by or on behalf of the subdivider for the education of all residents within the project addressing the following air quality concerns:

- 1) Open burning, wood burning, and air pollution: problems and solutions.
 - 2) Transportation control measures: ride sharing, mass transit availability/schedules, computerized ride-matching services, and other measures designed to reduce both the use of single-occupancy vehicles and vehicle miles traveled.
- b. The Subdivider(s) shall participate in the Placer County Air Pollution Control District's (PCAPCD) Offsite Mitigation Program. Fees for single-family residential units shall be collected at the time of each respective small lot Final Map. (ENGINEERING, PCAPCD)

13. Monitoring

Prior to recording of the first final map or any grading on the property, the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Economic and Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. These amounts shall be paid prior to recording subsequent final maps on this project. (PLANNING, ENGINEERING)

14. Lighting

Lighting shall be designed to the extent practicable to incorporate downcast lighting, shielding, and other measures commonly employed as "dark sky" provisions. Lighting shall be reviewed by the Director of Economic and Community Development for compliance with this condition. (PLANNING)

15. Indemnification and Duty to Defend

Within 30 days of approval of the tentative subdivision map or tentative parcel map by the City, the subdivider shall execute an Indemnity Agreement, approved by the City Attorney's Office, to indemnify, defend, reimburse, and hold harmless the City of Rocklin and its agents, officers and employees from any claim, action, or proceeding against the City of Rocklin to set aside, void or annul an approval of the subdivision or parcel map by the City's Planning Commission or City Council, which action is brought within the time period provided for in

Section 66499.37 of the Government Code. The City will promptly notify the subdivider of any such claim, action or proceeding, and the City will cooperate in the defense of the claim, action or proceeding. Unless waived by the City, no further processing, permitting, implementation, plan checking or inspections related to the subdivision or parcel map shall be performed by the City if the Indemnity Agreement has not been fully executed within 30 days. (CITY ATTORNEY)

16. Effective Date

Pursuant to Government Code section 66452.6, this approval shall be valid for a minimum term equal to remaining term of the Development Agreement for the project (Ordinance 859 as amended), or for a period of thirty-six (36) months, whichever is longer, but in no event for a shorter period than the maximum period of time permitted by the Subdivision Map Act. (PLANNING, ENGINEERING)

17. Concurrent Approvals

Approval of this small lot tentative subdivision map (SD2017-0007) is contingent upon City Council approval of the General Plan Amendment (GPA2017-0003), General Development Plan Amendment (PDG2017-0004), and Rezone (Z2017-0005) being processed concurrently. (PLANNING, ENGINEERING)

PASSED AND ADOPTED this day of , 2018, by the following roll call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Ken Broadway, Mayor

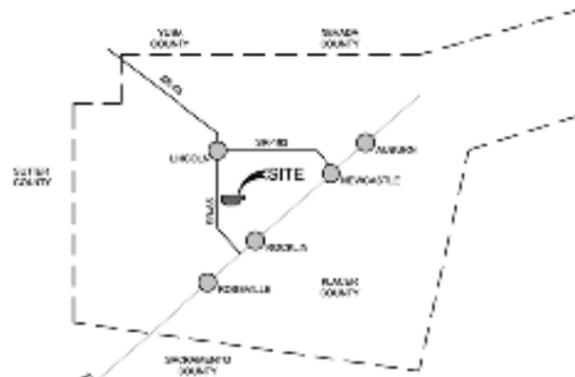
ATTEST:

Barbara Ivanusich, City Clerk

P:\PUBLIC PLANNING FILES__ PROJECT FILES\Whitney Ranch Phase 3\Meeting Packets\CC 2-13-17\04 Whitney Ranch P3 SD2017-0007 CC Reso - final.doc

EXHIBIT A

Whitney Ranch Phase III - Small Lot Tentative Subdivision Map
(SD2017-0007)



VICINITY MAP

WHITNEY RANCH™

PHASE 3 - TENTATIVE SUBDIVISION MAP CITY OF ROCKLIN, CALIFORNIA SEPTEMBER 2017

EXHIBIT A
SD2017-0007

UNIT 1

SHEET 1	TENTATIVE MAP
SHEET 2	GRADING PLAN
SHEET 3	UTILITY PLAN
SHEET 4	FENCING PLAN
SHEET 5	PLANTING PLAN
SHEET 6	LEGEND AND DETAILS

UNIT 42 & 44A

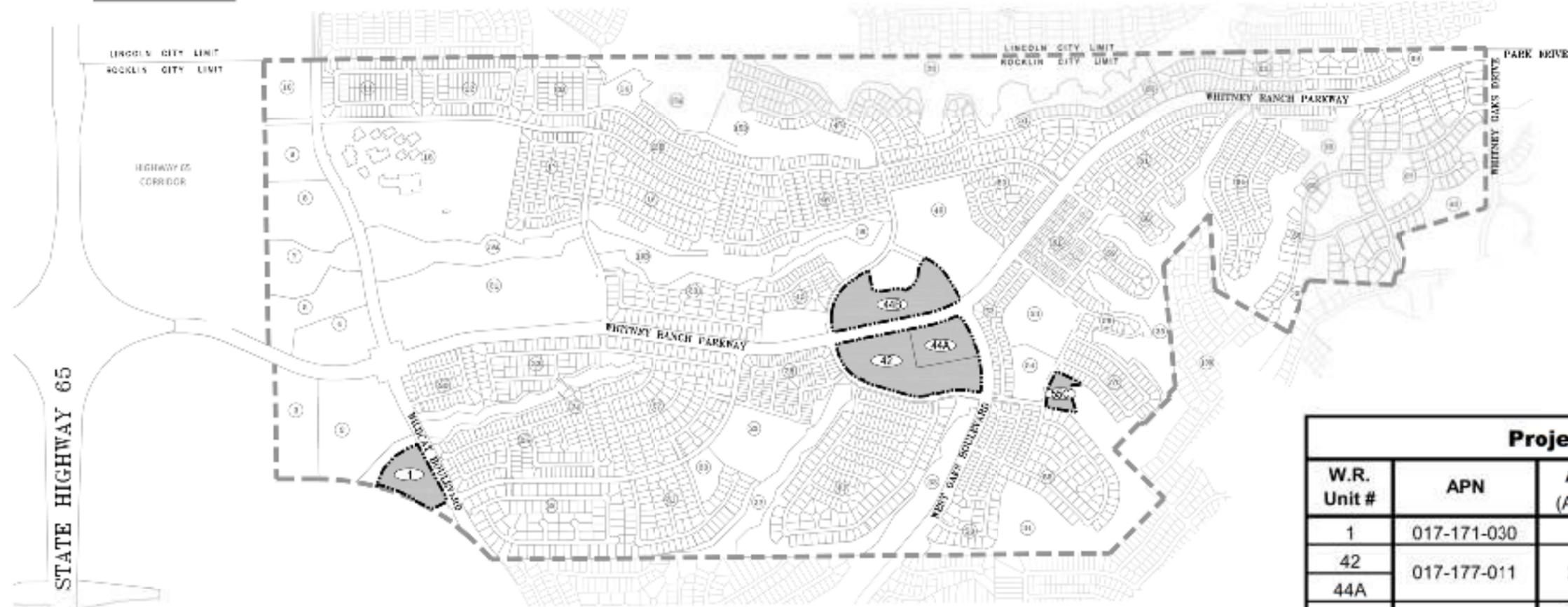
SHEET 1	TENTATIVE MAP
SHEET 2	GRADING PLAN
SHEET 3	GRADING DETAILS
SHEET 4	UTILITY PLAN
SHEET 5	FENCING PLAN
SHEET 6	PLANTING PLAN
SHEET 7	LEGEND AND DETAILS

UNIT 44B

SHEET 1	TENTATIVE MAP
SHEET 2	GRADING PLAN
SHEET 3	GRADING DETAILS
SHEET 4	UTILITY PLAN
SHEET 5	FENCING PLAN
SHEET 6	PLANTING PLAN
SHEET 7	LEGEND AND DETAILS

UNIT 55C

SHEET 1	TENTATIVE MAP
SHEET 2	GRADING PLAN
SHEET 3	UTILITY PLAN
SHEET 4	FENCING PLAN
SHEET 5	FENCING DETAILS



Project Information					
W.R. Unit #	APN	Area (Acres)	Existing Zoning	Proposed Zoning	Lots
1	017-171-030	6.2	PD-BP	PD-12	51
42	017-177-011	20.5	PD-12	PD-5.1C	97
44A			PD-Nh C	PD-5.1C	
44B	017-174-045	12.3	PD-10	PD-8	55
55C	017-182-018	2.2	Rec. Fac.	PD-5	5
Totals		41.2			208

OWNER/DEVELOPER
SUNSET RANCHOS INVESTORS, LLC
6540 LONETREE BOULEVARD, SUITE 203
ROCKLIN, CA 95765
TEL (916) 235-4950
FAX (916) 235-4951

APPLICANT
UBORA ENGINEERING AND PLANNING, INC.
2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661
TEL (916) 780-2500
DAVID BERRY, P.E. LIC NO. C48811

ENGINEER
UBORA ENGINEERING AND PLANNING, INC.
2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661
TEL (916) 780-2500
DAVID BERRY, P.E. LIC NO. C48811

UTILITY PROVIDERS:
WATER: PLACER COUNTY WATER AGENCY
SEWER: SOUTH PLACER MUNICIPAL UTILITY DISTRICT
GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
TELEPHONE: CONSOLIDATED COMMUNICATIONS
CABLE TV: WAVE BROADBAND

SERVICE PROVIDERS:
SCHOOL DISTRICT: ROCKLIN UNIFIED SCHOOL DISTRICT
FIRE PROTECTION: CITY OF ROCKLIN
POLICE PROTECTION: CITY OF ROCKLIN
STORM DRAINAGE: CITY OF ROCKLIN
SOLID WASTE: RECOLOGY AUBURN-PLACER

- GENERAL NOTES:**
- SEPTIC SYSTEMS**
THERE ARE NO KNOWN EXISTING WELLS, ABANDONED WELLS, SUMPS OR ANY OTHER UNDERGROUND SYSTEMS ON THE PROPERTY.
 - TENTATIVE MAP**
DIMENSIONS & AREAS SHOWN ARE APPROXIMATE & SUBJECT TO CHANGE.
 - FINAL MAP**
PUSUANT TO GOVERNMENT CODE SECTION 66456.1 THE SUBDMR MAY FILE MULTIPLE FINAL MAPS BASED ON THIS TENTATIVE MAP.
 - RETAINING WALLS**
2:1 SLOPES MAY BE REPLACED BY RETAINING WALLS.



TENTATIVE SUBDIVISION MAP
WHITNEY RANCH PHASE 3
UNIT 1
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



017-171-031
 CITY OF ROCKLIN
 DRAINAGE BASIN 23

LOT C
 OPEN SPACE &
 UTILITY EASEMENT
 0.47± AC

LOT B
 LANDSCAPE
 0.02± AC

LOT A
 LANDSCAPE
 0.01± AC

PROJECT INFORMATION

APN	017-171-030
EXISTING/PROPOSED USE	OFFICE/RESIDENTIAL
EXISTING/PROPOSED ZONING	PD-MPH-03-12
EXISTING/PROPOSED GEN. PLAN	HRM/HDR
EXISTING PARCEL	PARCEL 2, 33 MAPS 84

PROPOSED USES	#	TOTAL ACRES	DENSITY
RESIDENTIAL LOTS	51	4.20± AC	
LANDSCAPE LOTS	ASB	0.03± AC	
PRIVATE ALLEYS		0.50± AC	
PUBLIC RIGHT-OF-WAY		0.85± AC	
SUBTOTAL	51	5.70± AC	9.0 D.U./AC
OPEN SPACE	C	0.47± AC	
TOTALS		6.17± AC	

PROPOSED LOT SIZES

MAXIMUM LOT SIZE	5,400 sq.ft.
AVERAGE LOT SIZE	3,578 sq.ft.
MINIMUM LOT SIZE	2,600 sq.ft.

- NOTES:**
- ROAD 'A' TO BE PUBLIC. ALL ALLEYS TO BE PRIVATE.
 - LOT C TO BE OPEN SPACE AND UTILITY EASEMENT.

LEGEND

--- (thick dashed)	LOT BOUNDARY
--- (thin dashed)	PROPOSED RIGHT-OF-WAY
--- (dotted)	PROPOSED LOT LINE
--- (dash-dot)	PROPOSED EASEMENT
--- (dashed)	PROPOSED CENTERLINE



KEY MAP

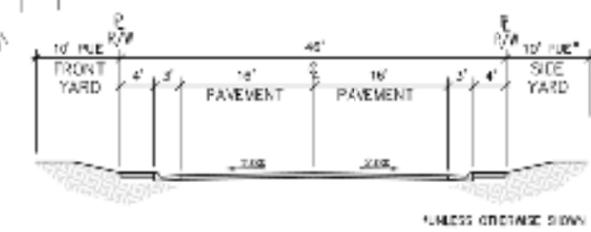
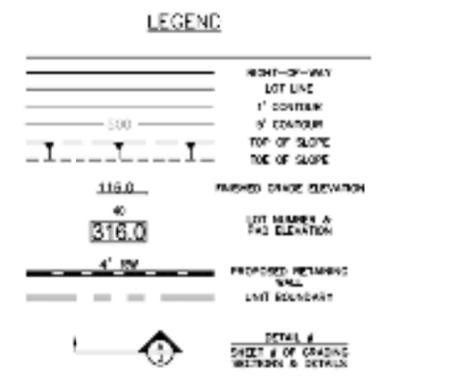
UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

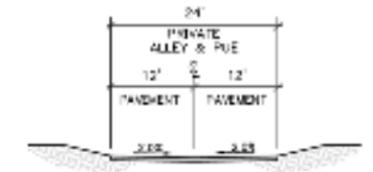
PRELIMINARY GRADING PLAN
WHITNEY RANCH PHASE 3
UNIT 1
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



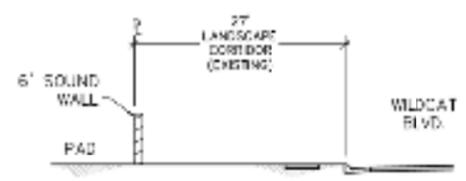
- NOTES:
 1. ADDITIONAL RETAINING WALLS MAY BE ADDED AS NECESSARY AT THE TIME SUBDIVISION IMPROVEMENTS ARE DESIGNED.
 2. ESTIMATED EARTHWORK = 5,000 C.Y.



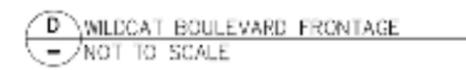
A 46' RW RESIDENTIAL STREET (PUBLIC)
 - NOT TO SCALE



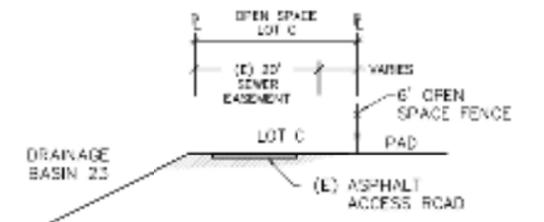
B 24' ALLEY (PRIVATE)
 - NOT TO SCALE



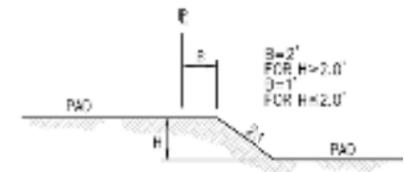
C BRIDLEWOOD DRIVE FRONTAGE
 - NOT TO SCALE



D WILDCAT BOULEVARD FRONTAGE
 - NOT TO SCALE



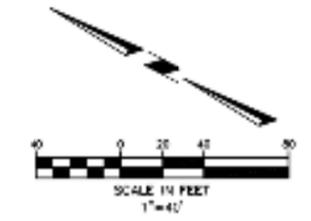
E BASIN FRONTAGE
 - NOT TO SCALE



F INTERIOR PROPERTY LINE GRADING
 NOT TO SCALE



G STREET SIDE YARD INTERSECTION
 NOT TO SCALE



UBORA ENGINEERING & PLANNING
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 2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500
SHEET 2 OF 6

Packet Pg. 412

Agenda Item #12.C

PRELIMINARY UTILITY PLAN
WHITNEY RANCH PHASE 3
UNIT 1
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



PROPOSED	DESCRIPTION	EXISTING
	DRAIN LINE	
	SEWER LINE	
	WATER LINE	
	STORM ALLEY	
	LOT BOUNDARY	

Packet Pg. 413

Agenda Item #12.C.

UBORA ENGINEERING & PLANNING
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 2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500
 SHEET 3 OF 6

PRELIMINARY FENCING PLAN
WHITNEY RANCH PHASE 3
UNIT 1
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017

FENCE AND WALL LEGEND

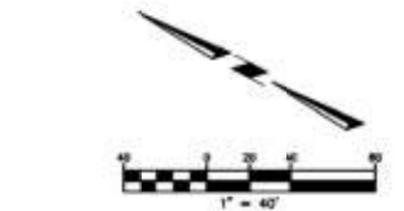
KEYNOTE	SYMBOL	PROPOSED DESCRIPTION
1.0		PROVIDE MASONRY PLASTER PER DETAILS A.
1.1		PROVIDE PROTO II WALL WITH STONE VENEER. SEE DETAIL B.
1.2		PROVIDE PROTO II WALL WITH SPLITFACE FINISH ON STREET SIDE, COMBED FINISH ON LOT SIDE. SEE DETAIL C.
1.3		PROVIDE 50-50 WALL. SEE DETAIL D.
1.4		PROVIDE 5' OPEN SPACE FENCE. SEE DETAIL E.
1.5		PROVIDE POST & CABLE FENCE PER CITY OF ROCKLIN STANDARD.
1.6		PROVIDE 5" CONCRETE MOWSTRIP. SEE DETAIL F.



017-171-031
 CITY OF ROCKLIN
 DRAINAGE BASIN 23



KEY MAP



FUHRMANLEAMY
 LAND GROUP
 DESIGN • SERVICE • SOLUTIONS
 290 PROFESSIONAL DRIVE, SUITE 200 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2901 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 4 OF 6

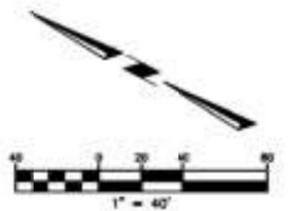
PRELIMINARY PLANTING PLAN
WHITNEY RANCH PHASE 3
UNIT 1
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



017-171-031
 CITY OF ROCKLIN
 DRAINAGE BASIN 23



KEY MAP



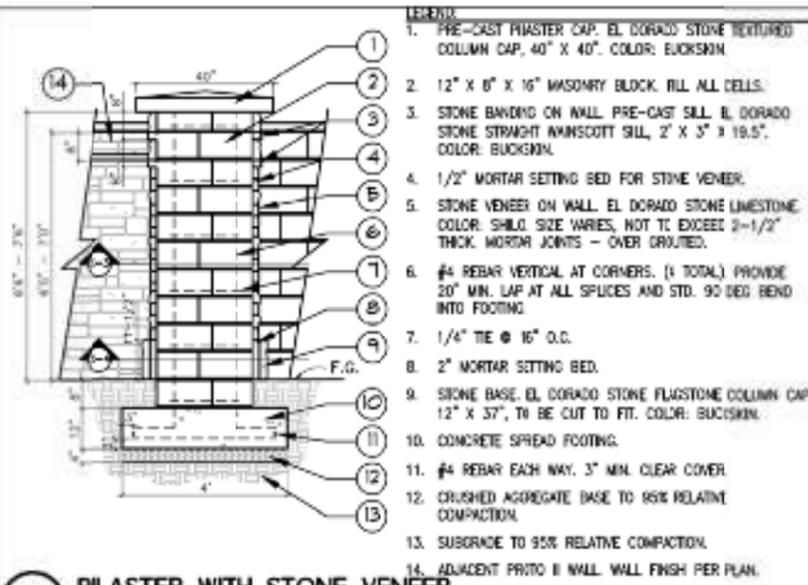
FUHRMANLEAMY
LAND GROUP
 DESIGN - SERVICE - SOLUTIONS
 2940 PROFESSIONAL DRIVE, SUITE 200 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

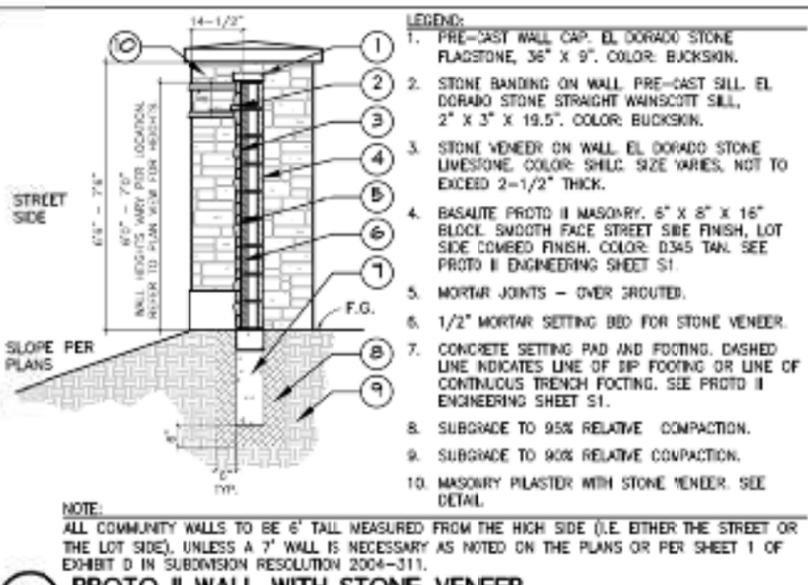
2901 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 5 OF 6

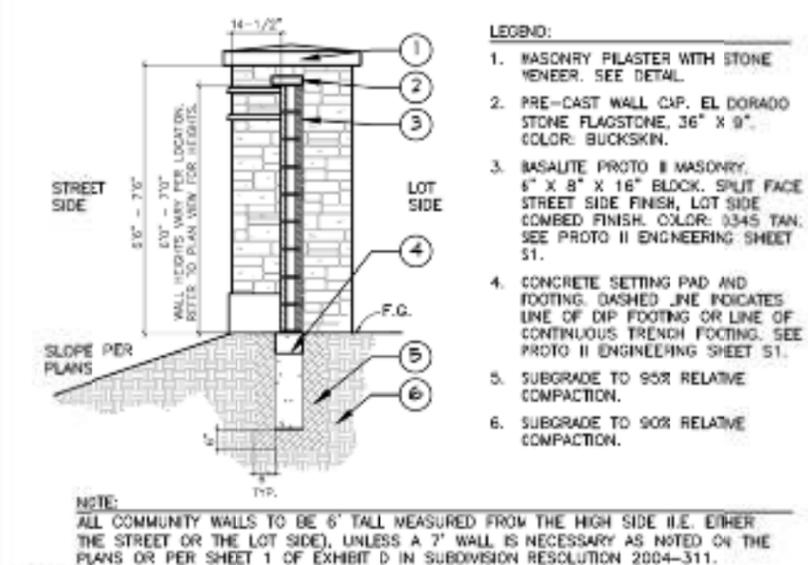
LEGEND AND DETAILS
WHITNEY RANCH PHASE 3
UNIT 1
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



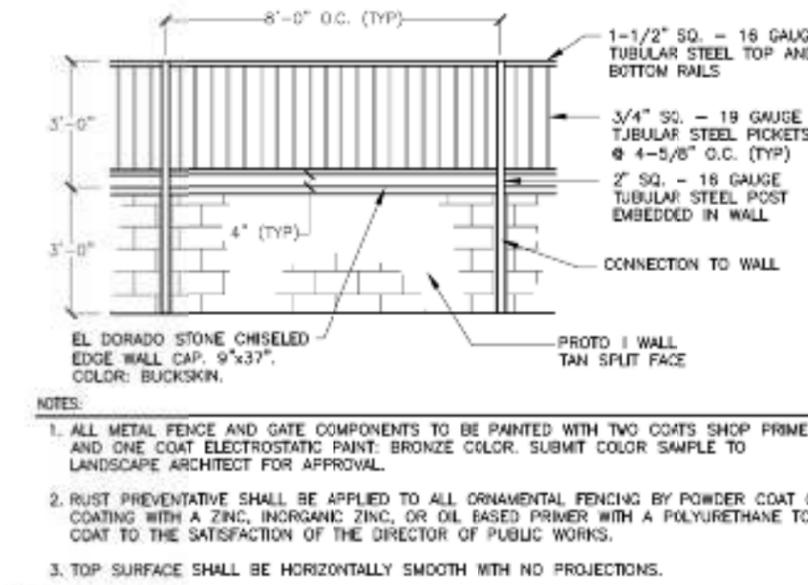
A PILASTER WITH STONE VENEER
 SCALE: 1/2" = 1' - 0"



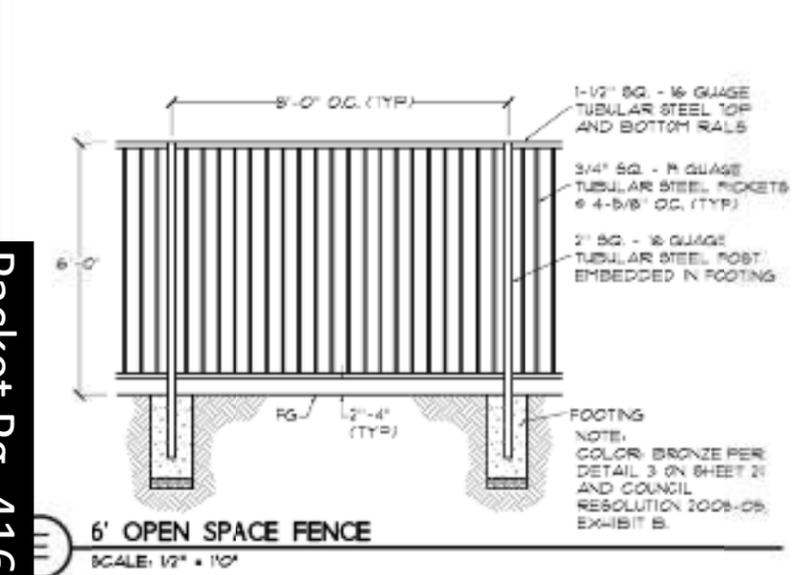
B PROTO II WALL WITH STONE VENEER
 SCALE: 1/2" = 1' - 0"



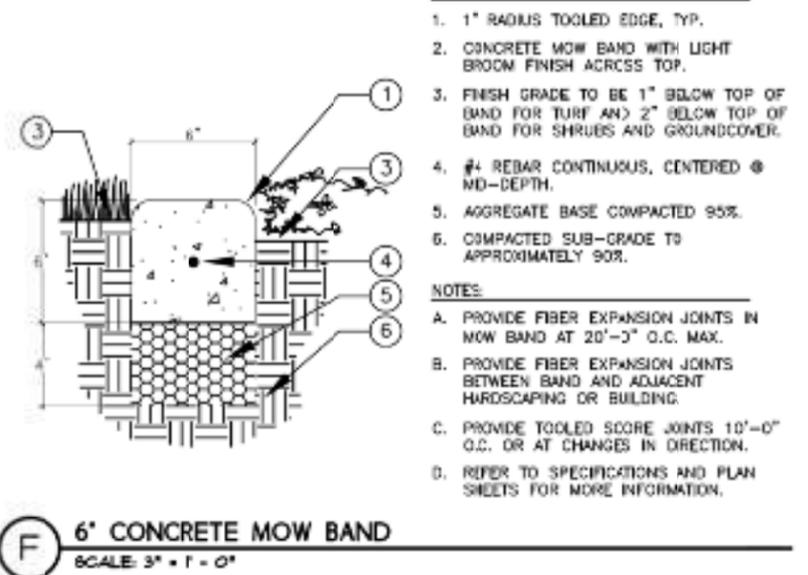
C PROTO II WALL
 SCALE: 1/2" = 1' - 0"



D 3' OPEN SPACE FENCE (ON PROTO II WALL) DETAIL
 SCALE: 1/2" = 1' - 0"



E 6' OPEN SPACE FENCE
 SCALE: 1/2" = 1' - 0"



F 6' CONCRETE MOW BAND
 SCALE: 3/4" = 1' - 0"

PRELIMINARY PLANT MATERIAL LIST AND LEGEND

TREES				
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE
STREET TREES				
	PISTACIA CHINENSIS 'YOUTH DAVID' CHINESE PISTACHE	15 0	40'H x 15"W	LOW
	PLATANUS ACERIFOLIA 'BLOODGOOD' LONDON PLANE TREE	15 0	40'H x 10"W	MED
	TILIA CORDATA 'GREENSPICE' LITTLE-LEAF LINDEN	15 0	35'H x 15"W	MED
	LEMNUS PAUCIFLORUS 'TRUE GREEN' TRUE GREEN CHINESE EVERGREEN ELM	15 0	50'H x 10"W	MED
	LIQUIDAMBAR STYRACIFLUA FLAME TREE	15 0	60'H x 15"W	MED
	QUERCUS WISLIZENI INTERIOR LIVE OAK	15 0	40'H x 40'	LOW
SUBORDINATE TREES				
	ACER RUBRUM 'AUTUMN BLAZE' AUTUMN BLAZE RED MAPLE	15 0	40'H x 10"W	MED
	CERCIS OCCIDENTALIS WESTERN REDBUD	15 0	15'H x 12"W	LOW
	LASIACIS SPP. GRAPE MYRTLE	15 0	15'H x 15"W MULTI-TRUNK	LOW
SCREEN TREES				
	CEDRUS DEODARA CEDAR CEDAR	15 0	50'H x 25"W	LOW
	LAURUS 'SARATOGA' SARATOGA SWEET BAY	15 0	25'H x 10"W	LOW
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE	REMARKS
	BACKGROUND / SCREEN SHRUBS - EVERGREEN LARGE SHRUBS TO 6'-8' USED FOR REDUCING BUILDING MASS OR SCREENING UNDESIRABLE VIEWS.			
	ABELIA X TO GOUCHERI GLOSSY ABELIA	5 0	MED	5'H x 5"W
	ARCTOSTAPHYLOS U. 'HOWARD WORMAN' HOWARD WORMAN MANZANITA	5 0	LOW	5'H x 5"W
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOPSEED BUSH	5 0	LOW	8'H x 6"W
	LEUCOSIPHUM FRUTESCENS 'COMPACTUM' COMPACT TEXAS RANGER	5 0	LOW	5'H x 5"W
	CALLISTEMON VIMINALIS 'LITTLE JOHN' DWARF BOTTLEBRUSH	5 0	LOW	3'H x 4"W
	DIANELLA BICOLOR FOXTIGHT LILY	1 0	LOW	1.5'H x 2"W
	BRUNFELSIA INDICA 'ACK DAWNS' ACK HAWTHORN	5 0	LOW	4'H x 4"W
	SALVIA DREGEI 'WILD THING' PINK SALVA	5 0	LOW	3'H x 3"W
	GROUND COVER MATERIAL - SMALL SCALE DUE TO PROJECT TYPE. EVERGREEN OR PERENNIAL SHRUBS TO 24" HIGH. USED AS A FILLER BETWEEN SITE WORK EDGES AND FASER SHRUBS.			
	ARCTOSTAPHYLOS U. 'EMERALD CARPET' EMERALD CARPET MANZANITA	1 0	LOW	2'H x 5"W
	CISTUS X CRISPATUS 'WARLEY ROSE' WARLEY ROSE ROCKROSE	1 0	LOW	2'H x 4"W
	HEMEROCALLIS SPP. EVERGREEN DAYLILY	1 0	MED	18"H x 18"W
	ROSA X 'NOARE' RED FLOWER CARPET ROSE	1 0	MED	2'H x 3"W
	VINES/SPALIER MATERIAL - EVERGREEN VINE WITH MANAGEABLE SPREAD FOR COVERING BLANK WALLS. USED TO SOFTEN ARCHITECTURAL ELEMENTS AND CREATE SEASONAL INTEREST VERTICALLY.			
	POUS PUMILA CREEPING PG	5 0	MED	EVERGREEN PLANT AT BASE OF WALL
BOULDERS AND ROCK				
SYMBOL	TYPE	APPROXIMATE SIZE	QUANTITY	DEPTH
	FIELD STONE	30" DIAMETER		BURIED A MIN. OF 1/3 OF THE OVERALL BOULDER HEIGHT
	FIELD STONE	24" DIAMETER		
	FIELD STONE	18" DIAMETER		
FIELD STONE BOULDERS MAY BE FROM THE WHITNEY RANCH SITE				

Packet Pg. 416

Agenda Item #12.C.



2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2300

TENTATIVE SUBDIVISION MAP
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017

LOT F
 LANDSCAPE
 0.04± AC

UNIT 44B

WHITNEY RANCH PARKWAY

PROJECT INFORMATION

APN	017-177-011
EXISTING/PROPOSED USE	VACANT/RESIDENTIAL
EXISTING/PROPOSED ZONING (42)	FD-12/FO-5-1C
EXISTING/PROPOSED GEN. PLAN (42)	MH-DM/DR
EXISTING/PROPOSED ZONING (44A)	FD-MH General/PS-5-1C
EXISTING/PROPOSED GEN. PLAN (44A)	RC/MDR
EXISTING PARCEL	DESIGNATED REMAINDER, OD WAFS 60

PROPOSED USES	#	TOTAL ACRES	DENSITY
RESIDENTIAL LOTS	97	15.33AC	
LANDSCAPE LOTS	4F	1.13AC	
PUBLIC RIGHT-OF-WAY		4.10AC	
TOTAL		20.56AC	4.7 DM/AC

PROPOSED LOT SIZES

MAXIMUM LOT SIZE	15,320 sq.ft.
AVERAGE LOT SIZE	6,850 sq.ft.
MINIMUM LOT SIZE	5,000 sq.ft.

LOT E
 LANDSCAPE
 0.03± AC

LOT D
 LANDSCAPE
 0.03± AC

UNIT 52A

LEGEND

- UNIT BOUNDARY
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED EASE
- PROPOSED EGRESS



LOT A
 LANDSCAPE
 0.22± AC

OPEN
 SPACE 32

UNIT 41

LOT C
 LANDSCAPE
 0.33± AC

OPEN
 SPACE 33

LOT B
 LANDSCAPE
 0.48± AC

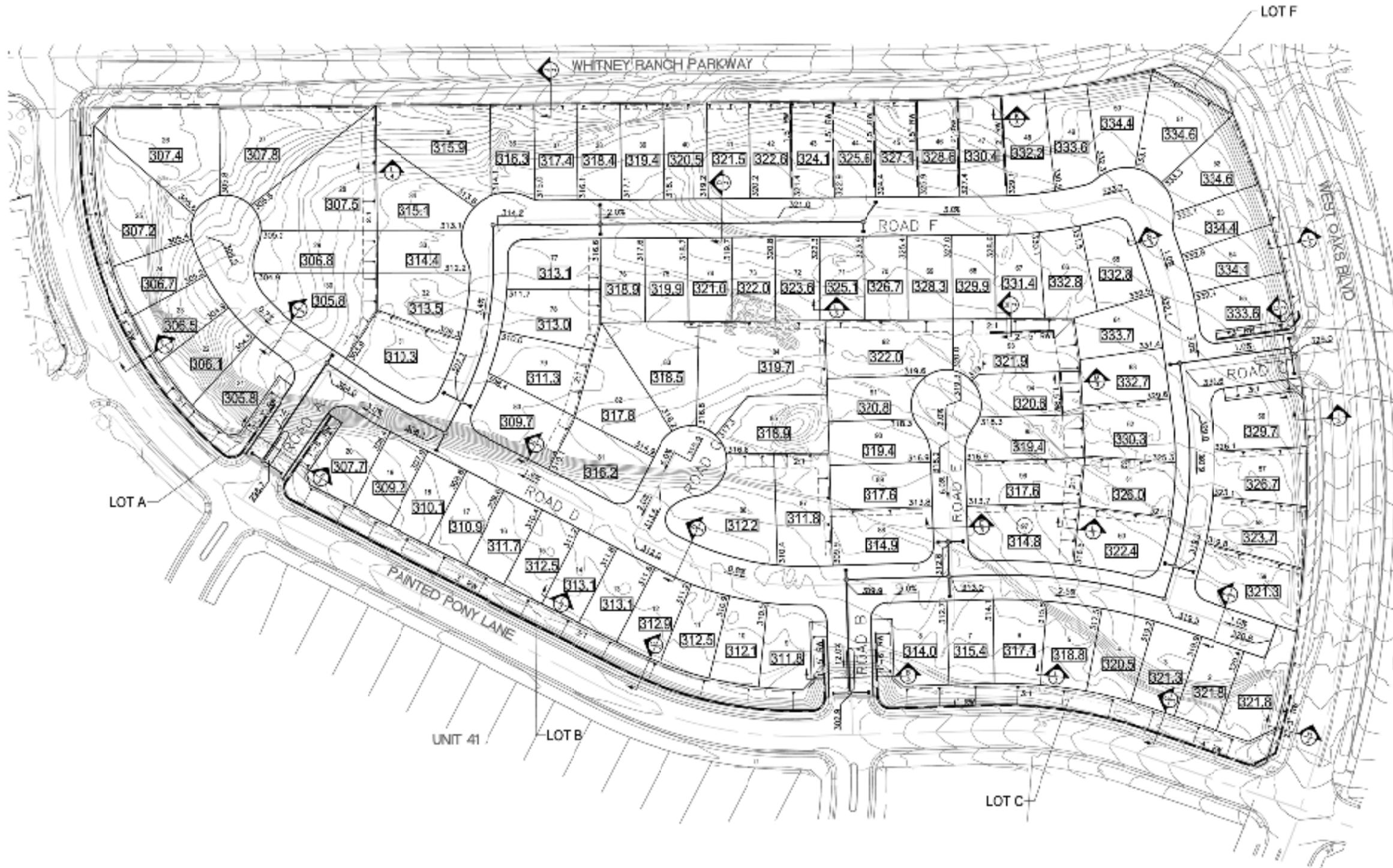


KEY MAP

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

PRELIMINARY GRADING PLAN
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



LEGEND

	NORTH-SOUTH AXIS
	LOT LINE
	1' CONTOUR
	5' CONTOUR
	TOP OF SLOPE
	TOE OF SLOPE
	PROPOSED GRADE ELEVATION
	LOT HEIGHT OR PAD ELEVATION
	PROPOSED RETAINING WALL
	UNIT BOUNDARY
	DETAIL ELEVATION
	SHEET ELEVATION

LOT E
 LOT D

NOTES:
 1. RETAINING WALLS SHOWN ARE CONCEPTUAL AND MAY NOT BE COMPREHENSIVE. ADDITIONAL WALLS MAY BE ADDED AS NECESSARY AT THE TIME SUBMITTAL REVISIONS ARE DESIGNED.
 2. ESTIMATED EARTHWORK = 85,000 C.Y.



UBORA ENGINEERING & PLANNING
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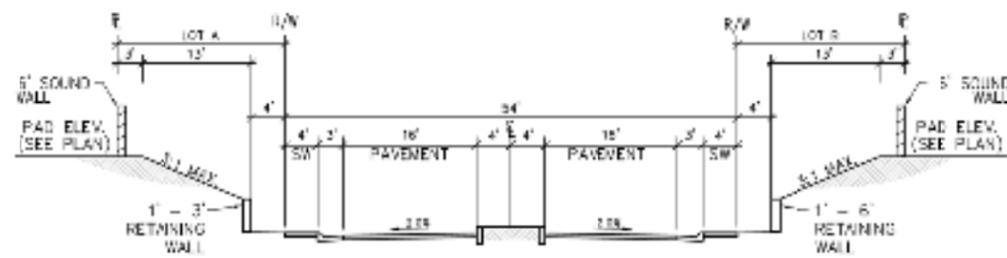
281 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 2 OF 7

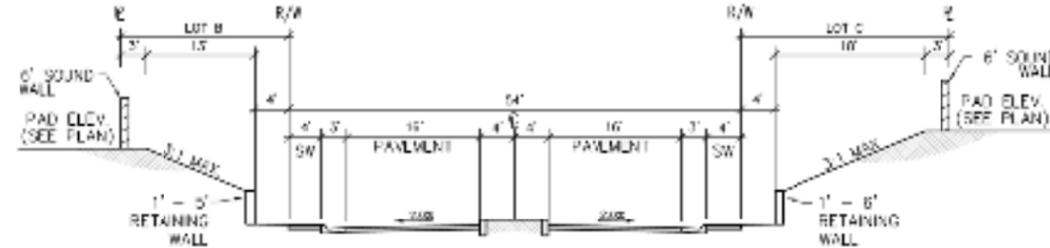
Packet Pg. 418

Agenda Item #12.C.

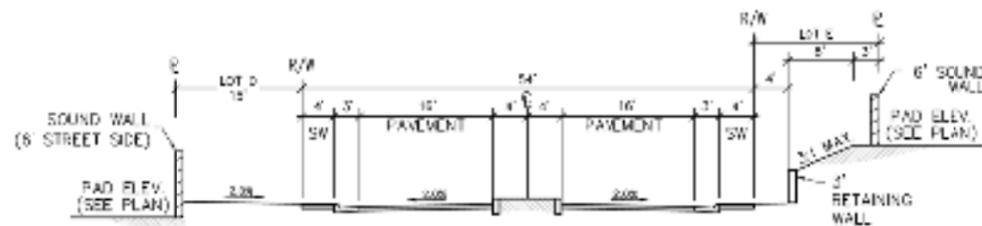
PRELIMINARY GRADING DETAILS
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



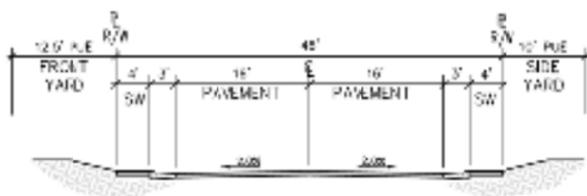
A 54' RW ROAD "A"
 - NOT TO SCALE



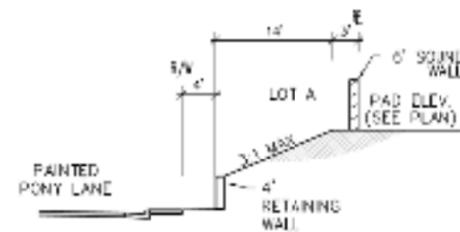
B 54' RW ROAD "B"
 - NOT TO SCALE



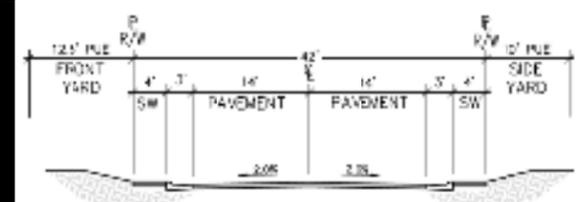
C 54' RW ROAD "C"
 - NOT TO SCALE



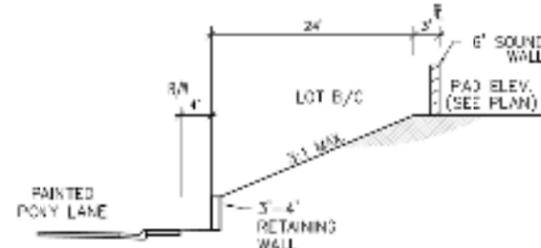
D 46' RW RESIDENTIAL STREET
 - NOT TO SCALE



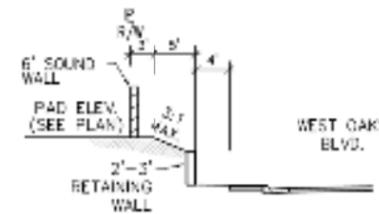
F GRADING ALONG PAINTED PONY LANE
 - NOT TO SCALE



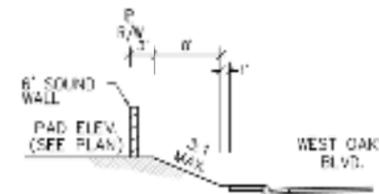
E 42' RW RESIDENTIAL STREET
 - NOT TO SCALE



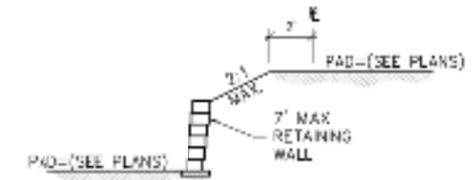
G GRADING ALONG PAINTED PONY LANE
 - NOT TO SCALE



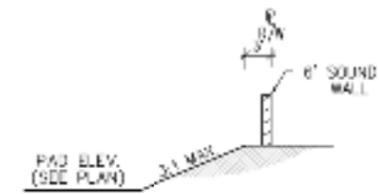
H GRADING ALONG WEST OAKS BLVD
 - NOT TO SCALE



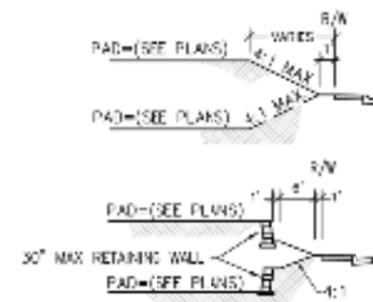
I GRADING ALONG WEST OAKS BLVD
 - NOT TO SCALE



M INTERIOR GRADING DETAIL
 - NOT TO SCALE



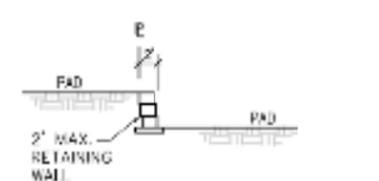
J GRADING ALONG WHITNEY RANCH PARKWAY
 - NOT TO SCALE



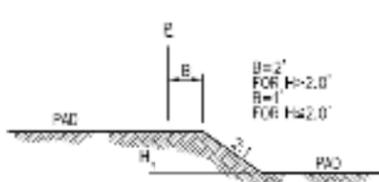
N STREET SIDE YARD
 - NOT TO SCALE

INDIVIDUAL RETAINING WALLS IN STREET SIDE YARDS SHALL NOT EXCEED 30 INCHES. TIERED RETAINING WALLS SHALL NOT EXCEED A COMBINED HEIGHT OF 5'. THIS CONDITION WILL BE DETAILED ON THE CIVIL SITE PLANS.

NOTE: SIDEYARD RETAINING WALLS SHOWN IN PLAN VIEW SHALL BE REPRESENTED WITH A SINGLE RETAINING WALL.



K TYPICAL SIDEYARD PROPERTY LINE GRADING (W/ RETAINING WALL)
 - NOT TO SCALE



L TYPICAL STEP GRADING (W/O RETAINING WALL)
 - NOT TO SCALE

PRELIMINARY UTILITY PLAN
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



EXISTING STORM WATER
TREATMENT STRUCTURE

UNIT 41

EXISTING STORM WATER
TREATMENT STRUCTURE
LOCATED WITHIN UNIT 41



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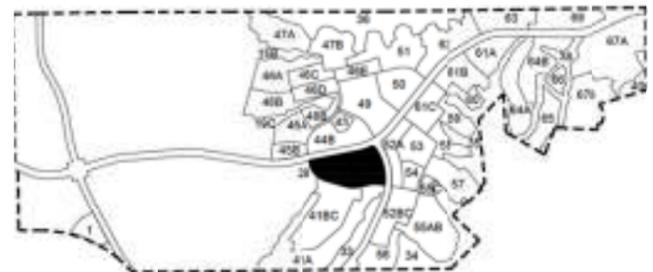
SHEET 4 OF 7

PRELIMINARY FENCING PLAN
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



FENCE AND WALL LEGEND

KEYNOTE	SYMBOL	PROPOSED DESCRIPTION
10		PROVIDE MASONRY PILASTER PER DETAILS A.
11		PROVIDE PROTO II WALL WITH STONE VENEER. SEE DETAIL B.
12		PROVIDE PROTO II WALL WITH SPLITFACE FINISH ON STREET SIDE, COMBED FINISH ON LOT SIDE. SEE DETAIL C.
13		PROVIDE 50-50 WALL. SEE DETAIL D.
14		PROVIDE 5' OPEN SPACE FENCE. SEE DETAIL E.
15		PROVIDE POST & CABLE FENCE PER CITY OF ROCKLIN STANDARD.
16		PROVIDE 6" CONCRETE MOWSTRIP. SEE DETAIL F.



KEY MAP



FUHRMANLEAMY LAND GROUP
 DESIGN - SERVICE - SOLUTIONS
 540 PROFESSIONAL DRIVE, SUITE 200 ROSEVILLE, CA 95661

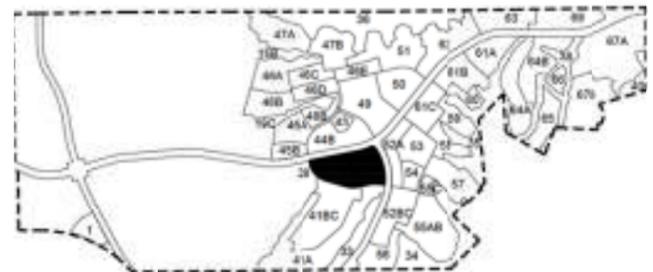
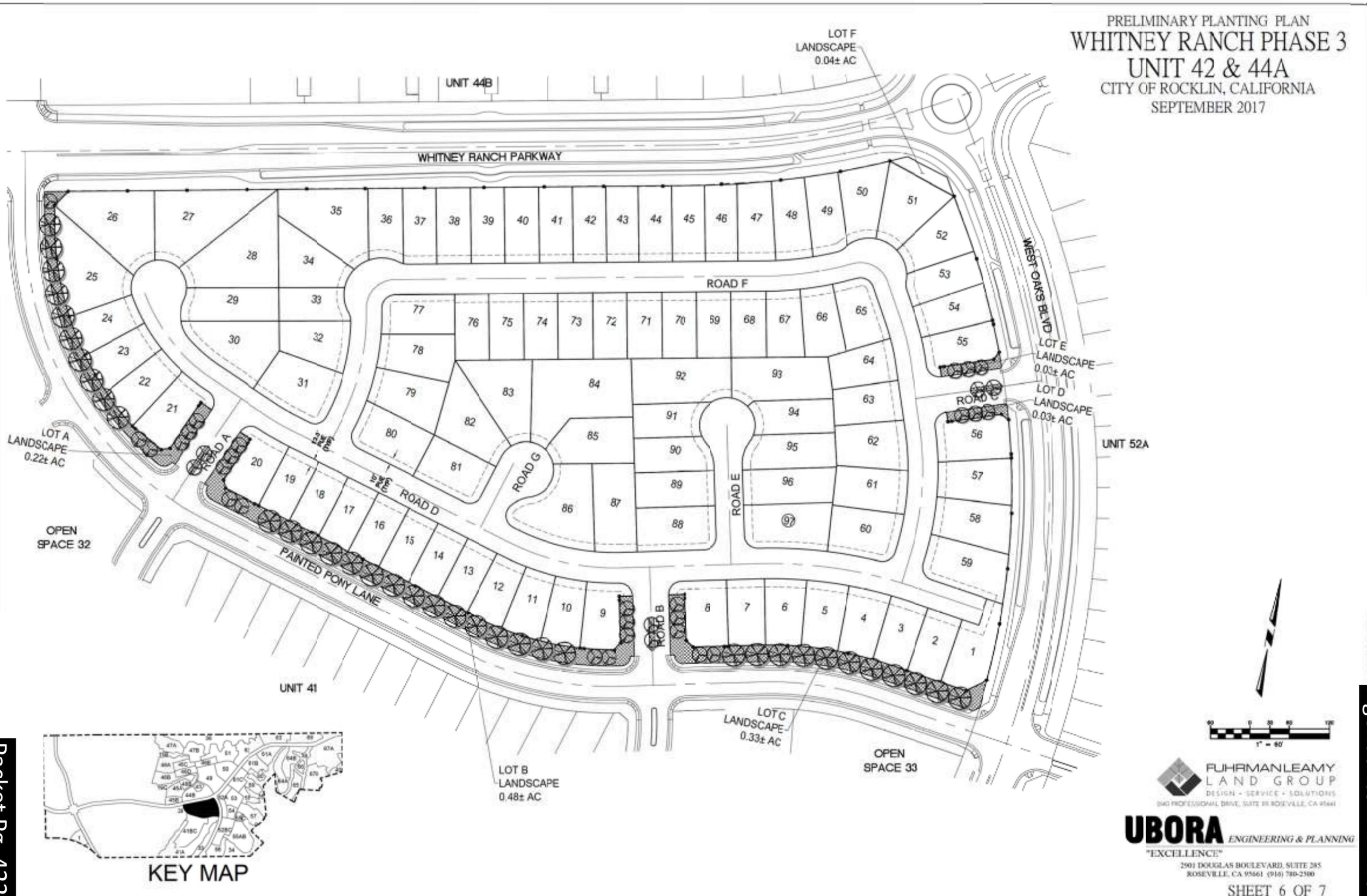
UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 5 OF 7

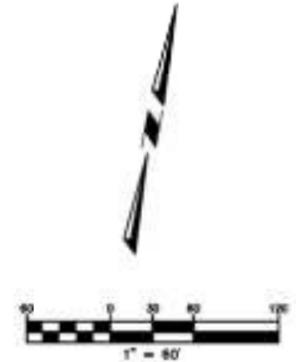
Packet Pg. 421

Agenda Item #12.C.

PRELIMINARY PLANTING PLAN
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



KEY MAP



FUHRMANLEAMY
LAND GROUP
 DESIGN • SERVICE • SOLUTIONS
540 PROFESSIONAL DRIVE, SUITE 200 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

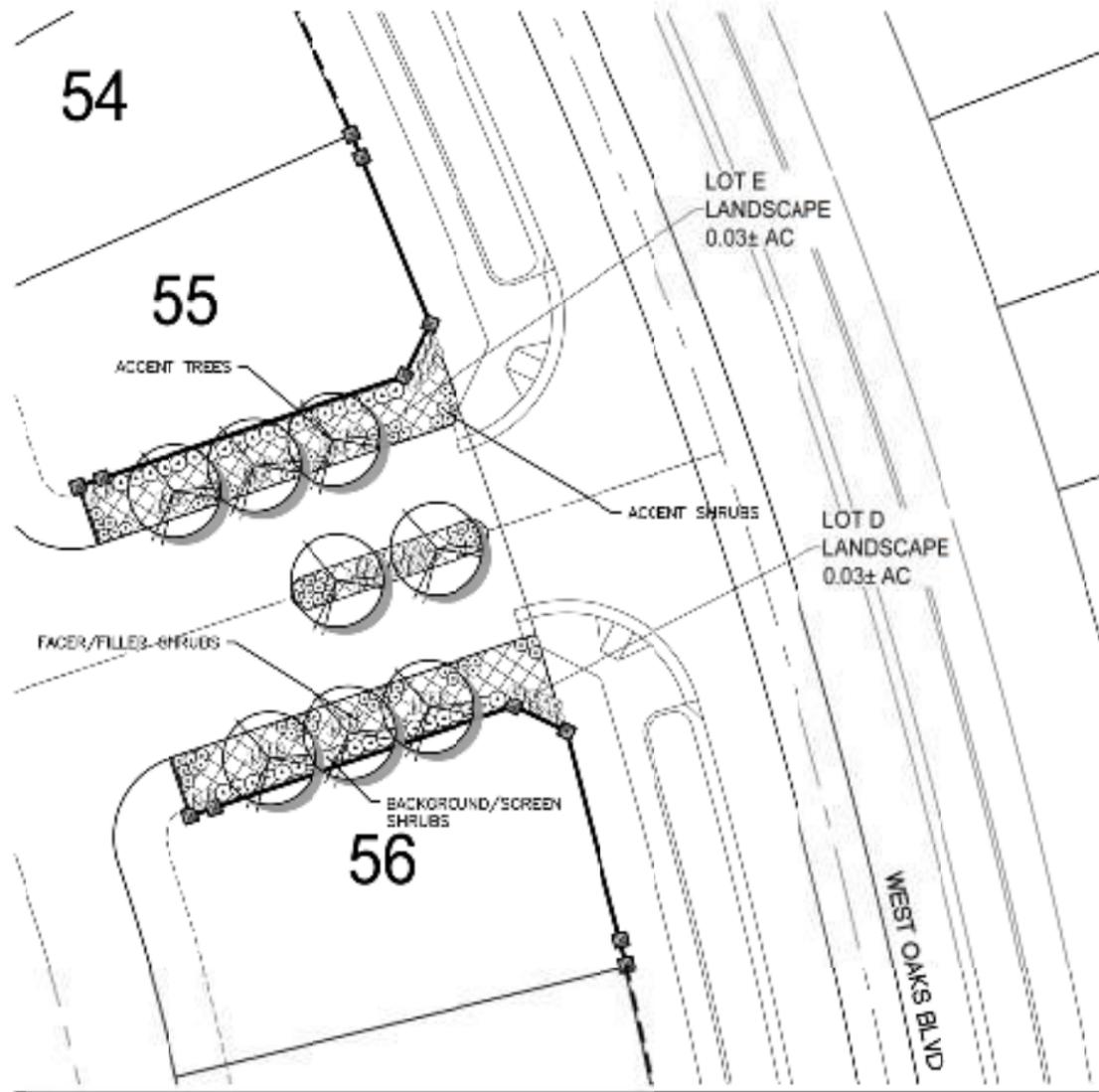
2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 6 OF 7

Packet Pg. 422

Agenda Item #12.C.

PRELIMINARY PLANTING PLAN
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



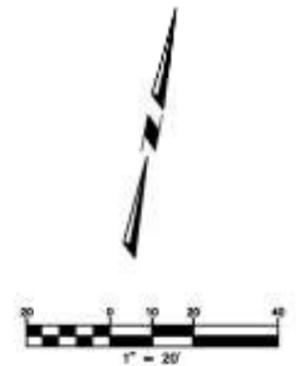
TYPICAL ENTRY



TYPICAL CORNER



KEY MAP



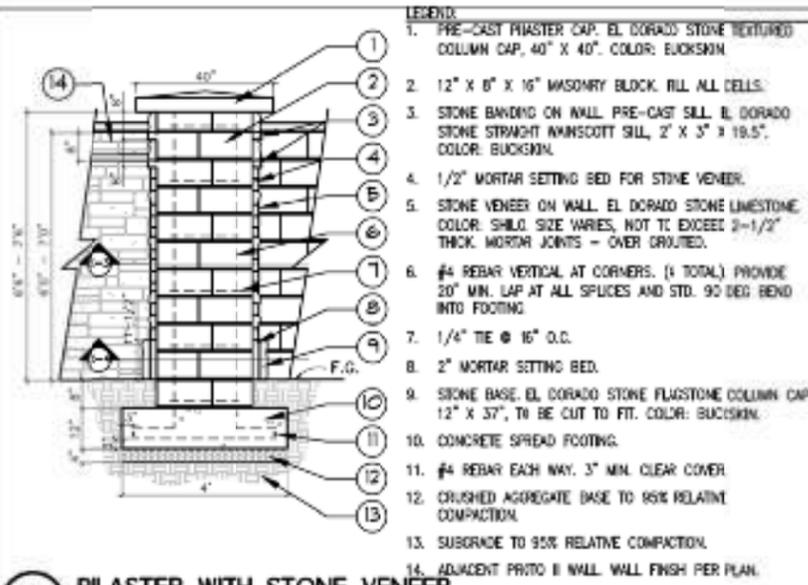
FUHRMANLEAMY
LAND GROUP
 DESIGN - SERVICE - SOLUTIONS
 240 PROFESSIONAL DRIVE, SUITE 25 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

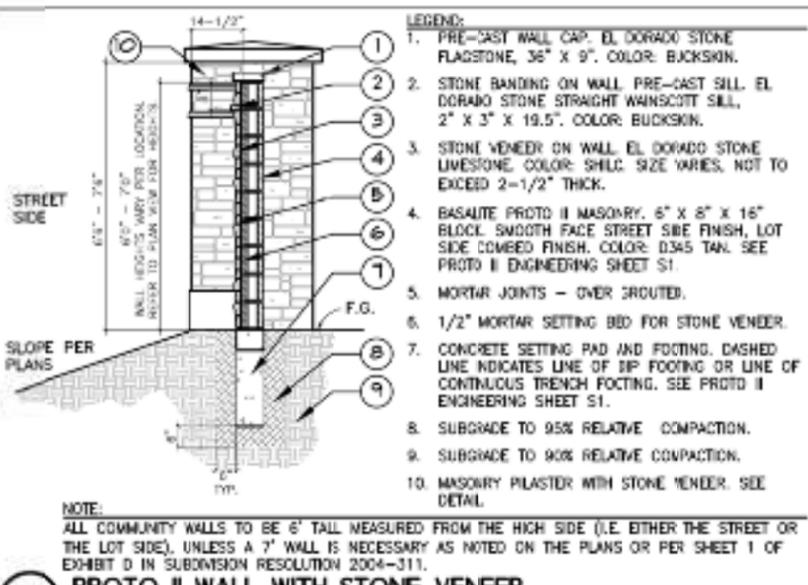
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 ROSEVILLE, CA 95661 (916) 790-2500

SHEET 6B OF 7

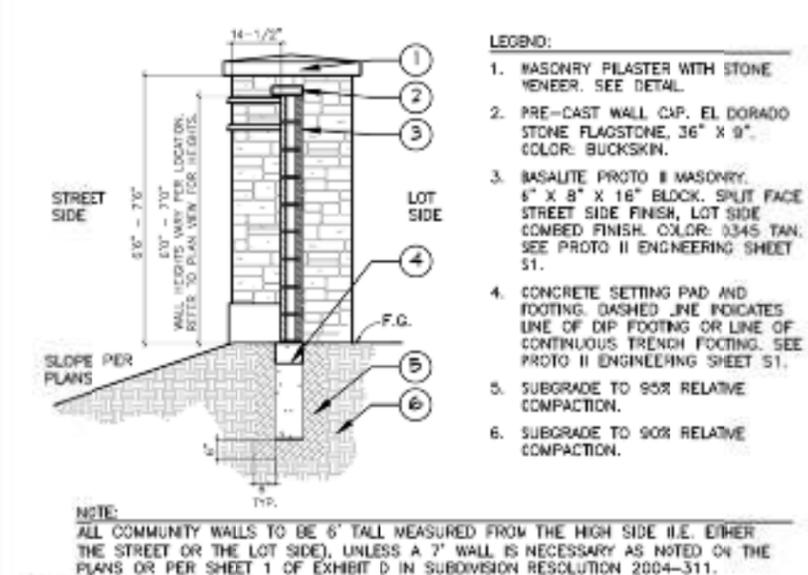
LEGEND AND DETAILS
WHITNEY RANCH PHASE 3
UNIT 42 & 44A
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



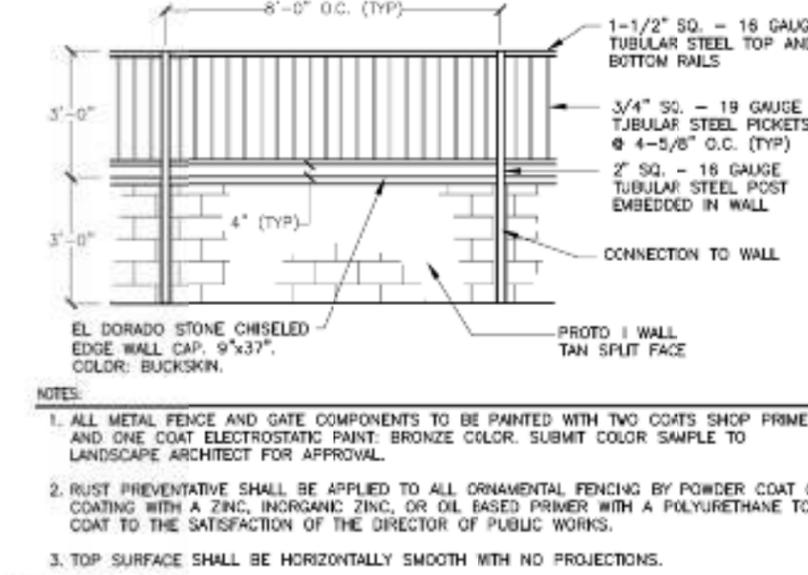
A PILASTER WITH STONE VENEER
 SCALE: 1/2" = 1' - 0"



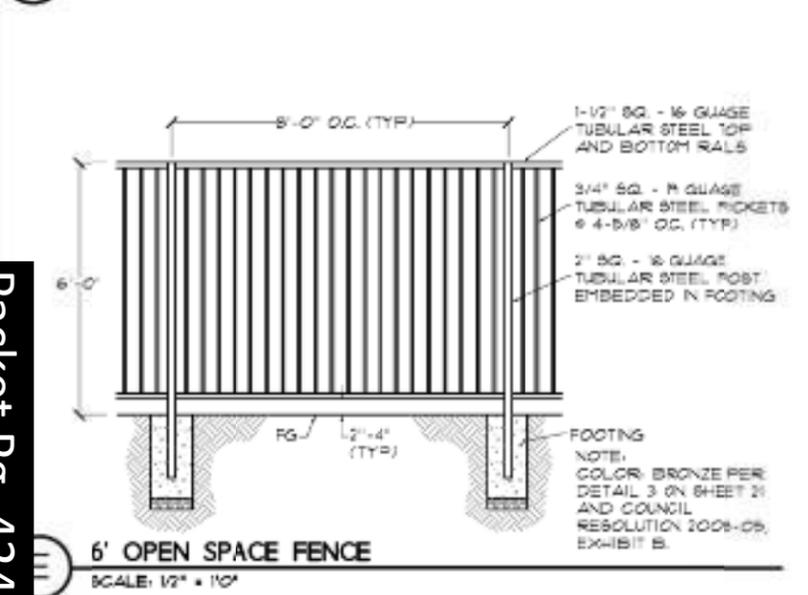
B PROTO II WALL WITH STONE VENEER
 SCALE: 1/2" = 1' - 0"



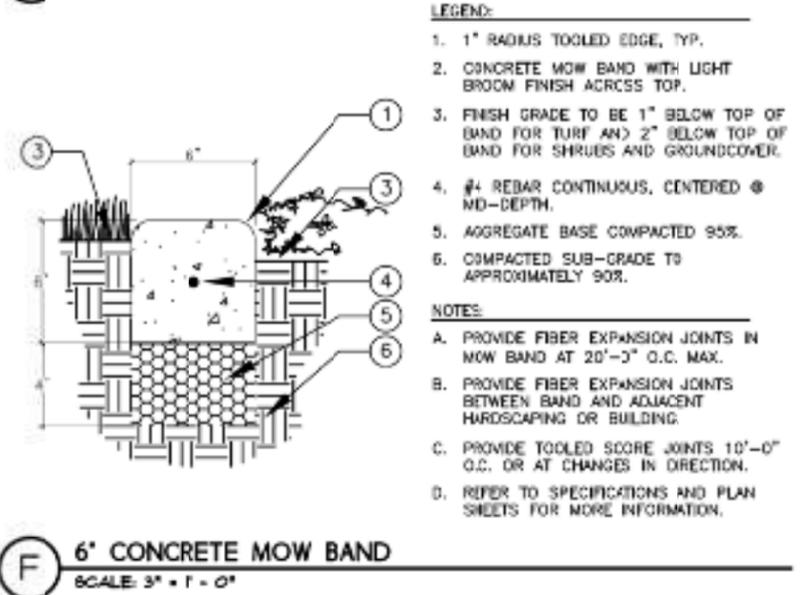
C PROTO II WALL
 SCALE: 1/2" = 1' - 0"



D 3' OPEN SPACE FENCE (ON PROTO II WALL) DETAIL
 SCALE: 1/2" = 1' - 0"



E 6' OPEN SPACE FENCE
 SCALE: 1/2" = 1' - 0"



F 6' CONCRETE MOW BAND
 SCALE: 3/4" = 1' - 0"

PRELIMINARY PLANT MATERIAL LIST AND LEGEND

TREES				
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE
STREET TREES				
	PISTACIA CHINENSIS 'KEVIN DAVEY' CHINESE PISTACHE	15 0	40'W x 15'W	LOW
	PLATANUS ACERIFOLIA 'BLOODGOOD' LONDON PLANE TREE	15 0	40'W x 10'W	MED
	TILIA CORDATA 'GREENSPICE' LITTLE-LEAF LINDEN	15 0	35'W x 15'W	MED
	LIQUIDAMBAR STYRACIFLUA FLAME TREE	15 0	50'W x 10'W	MED
	QUERCUS ROBUR COMMON OAK	15 0	40'W x 40'	LOW
SUBORDINATE TREES				
	ACER RUBRUM 'AUTUMN BLAZE' AUTUMN BLAZE RED MAPLE	15 0	40'W x 10'W	MED
	CERCIS OCCIDENTALIS WESTERN REDGIRD	15 0	15'W x 12'W	LOW
	LASERSTROEMIA SPP. GRAPE MYRTLE	15 0	15'W x 15'W MULTI-TRUNK	LOW
SCREEN TREES				
	CEDRUS DEODARA DEODAR CEDAR	15 0	50'W x 25'W	LOW
	LAURUS 'SARATOGA' SARATOGA SWEET BAY	15 0	25'W x 10'W	LOW
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE	REMARKS
	BACKGROUND / SCREEN SHRUBS - EVERGREEN LARGE SHRUBS TO 6'-8' USED FOR REDUCING BUILDING MASS OR SCREENING UNDESIRABLE VIEWS.			
	ABELIA X 'TO CONCHER' GLOSSY ABELIA	5 0	MED	5'W x 5'W
	ARCTOSTAPHYLOS U. 'HOWARD MCMINN' HOWARD MCMINN MANZANITA	5 0	LOW	5'W x 5'W
	DODONAEA VESCOLO 'PURPUREA' PURPLE HOPSCOCK BUSH	5 0	LOW	6'W x 6'W
	LEUCOSIPHON FRUTESCENS 'COMPACTUM' COMPACT TEXAS RANGER	5 0	LOW	5'W x 5'W
	FICUS TIGRINA TIGRINA FIG	5 0	LOW	5'W x 5'W
	CALLISTEMON VIMINALIS 'LITTLE JOHN' DWARF BOTTLEBRUSH	5 0	LOW	3'W x 4'W
	DIELIS BICOLOR FOURTHIGHT LILY	1 0	LOW	1.5'W x 2'W
	BANKSIA INDIANA 'ACK DAWNS' INDIAN HAWTHORN	5 0	LOW	4'W x 4'W
	SALIX DREDDI 'WILD THING' PINK SALIX	5 0	LOW	3'W x 3'W
	GROUND COVER MATERIAL - SMALL SCALE DUE TO PROJECT TYPE, EVERGREEN OR PERENNIAL SHRUBS TO 24" HIGH. USED AS A FILLER BETWEEN SITE WORK EDGES AND FINDER SHRUBS.			
	ARCTOSTAPHYLOS U. 'EMERALD CARPET' EMERALD CARPET MANZANITA	1 0	LOW	2'W x 5'W
	CISTUS X CRISPATUS 'WARLEY ROSE' WARLEY ROSE ROCKROSE	1 0	LOW	2'W x 4'W
	HEMEROCALLIS SP. EVERGREEN DAYLILY	1 0	MED	18'W x 18'W
	ROSA X 'NOBLE' RED FLOWER CARPET ROSE	1 0	MED	2'W x 3'W
	VINES/ESPALIER MATERIAL - EVERGREEN VINE WITH MANAGEABLE SPREAD FOR COVERING BLANK WALLS. USED TO SOFTEN ARCHITECTURAL ELEMENTS AND CREATE SEASONAL INTEREST VERTICALLY.			
	FICUS FUMIDA CREeping FIG	5 0	MED	EVERGREEN PLANT AT BASE OF WALL
BOULDERS AND ROCK				
SYMBOL	TYPE	APPROXIMATE SIZE	QUANTITY	DEPTH
	FIELD STONE	30" DIAMETER		BURIED A MIN. OF 1/3 OF THE OVERALL BOULDER HEIGHT
	FIELD STONE	24" DIAMETER		
	FIELD STONE	18" DIAMETER		
FIELD STONE BOULDERS MAY BE FROM THE WHITNEY RANCH SITE				

Packet Pg. 424

Agenda Item #12.C.



2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2300

TENTATIVE SUBDIVISION MAP
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



KEY MAP

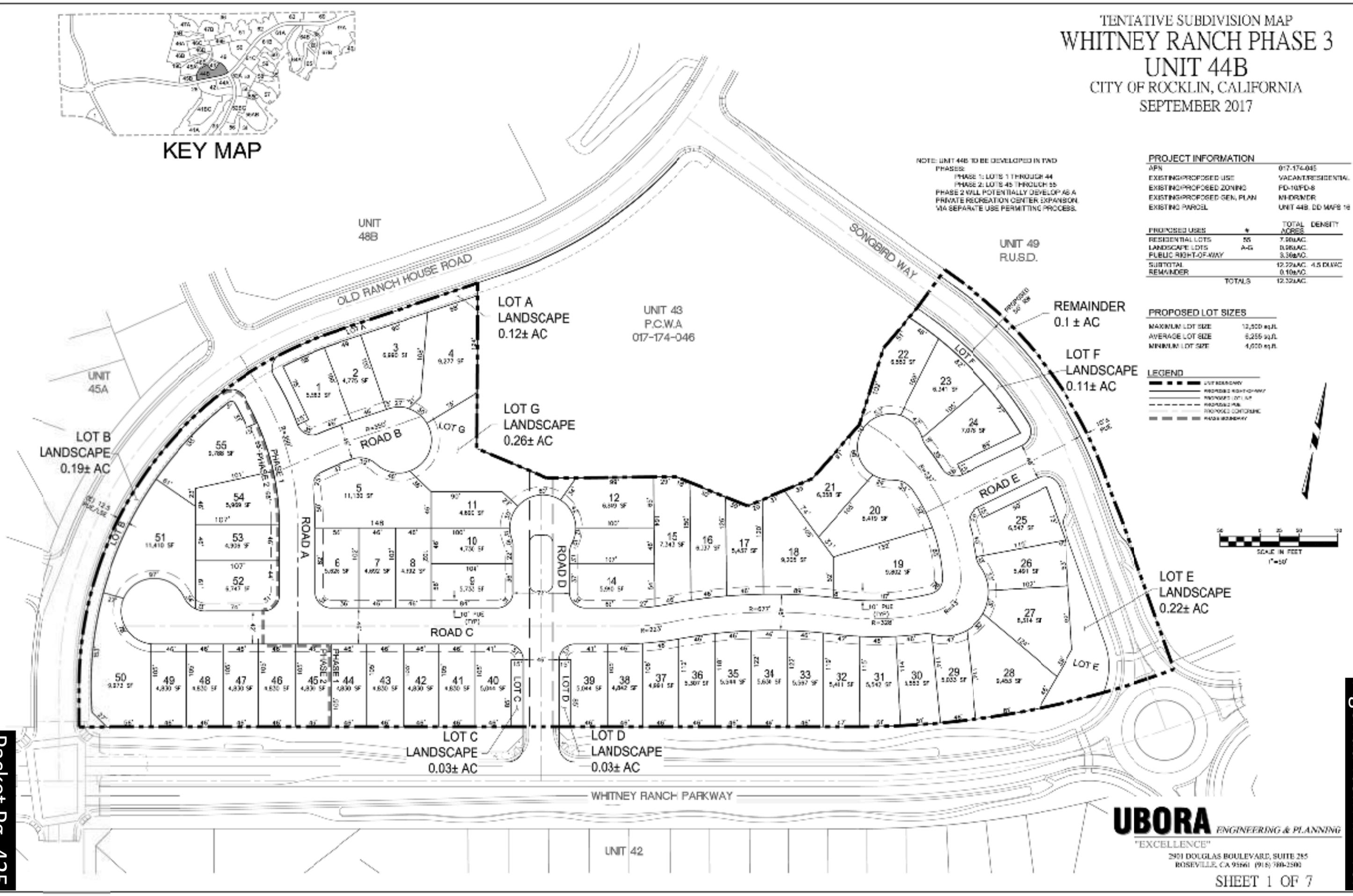
NOTE: UNIT 44B TO BE DEVELOPED IN TWO PHASES:
 PHASE 1: LOTS 1 THROUGH 44
 PHASE 2: LOTS 45 THROUGH 55
 PHASE 2 WILL POTENTIALLY DEVELOP AS A PRIVATE RECREATION CENTER EXPANSION VIA SEPARATE USE PERMITTING PROCESS.

PROJECT INFORMATION		
APN		017-174-045
EXISTING/PROPOSED USE		VACANT/RESIDENTIAL
EXISTING/PROPOSED ZONING		FD-10/PD-8
EXISTING/PROPOSED GEN. PLAN		MH/DRM/DR
EXISTING PARCEL		UNIT 44B, DD MAPS 18

PROPOSED USES	#	TOTAL ACRES	DENSITY
RESIDENTIAL LOTS	55	7.90AC	
LANDSCAPE LOTS	A-G	0.96AC	
PUBLIC RIGHT-OF-WAY		3.36AC	
SUBTOTAL		12.22AC	4.5 DUVAC
REMAINDER		0.10AC	
TOTALS		12.32AC	

PROPOSED LOT SIZES	
MAXIMUM LOT SIZE	12,520 sq.ft.
AVERAGE LOT SIZE	6,255 sq.ft.
MINIMUM LOT SIZE	4,000 sq.ft.

LEGEND	
	LOT BOUNDARY
	PROPOSED RIGHT-OF-WAY
	PROPOSED LOT LINES
	PROPOSED PAV.
	PROPOSED CONTIGUOUS
	ROAD BOUNDARY



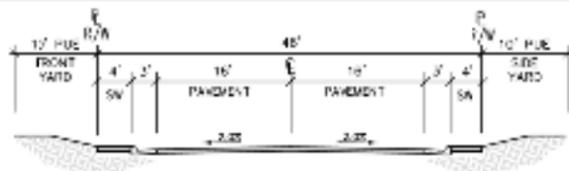
Packet Pg. 425

Agenda Item #12.C.

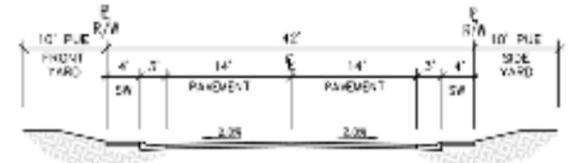
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 "EXCELLENCE"

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PRELIMINARY GRADING PLAN
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



TYPICAL 45' RW STREET (PUBLIC)
 NOT TO SCALE



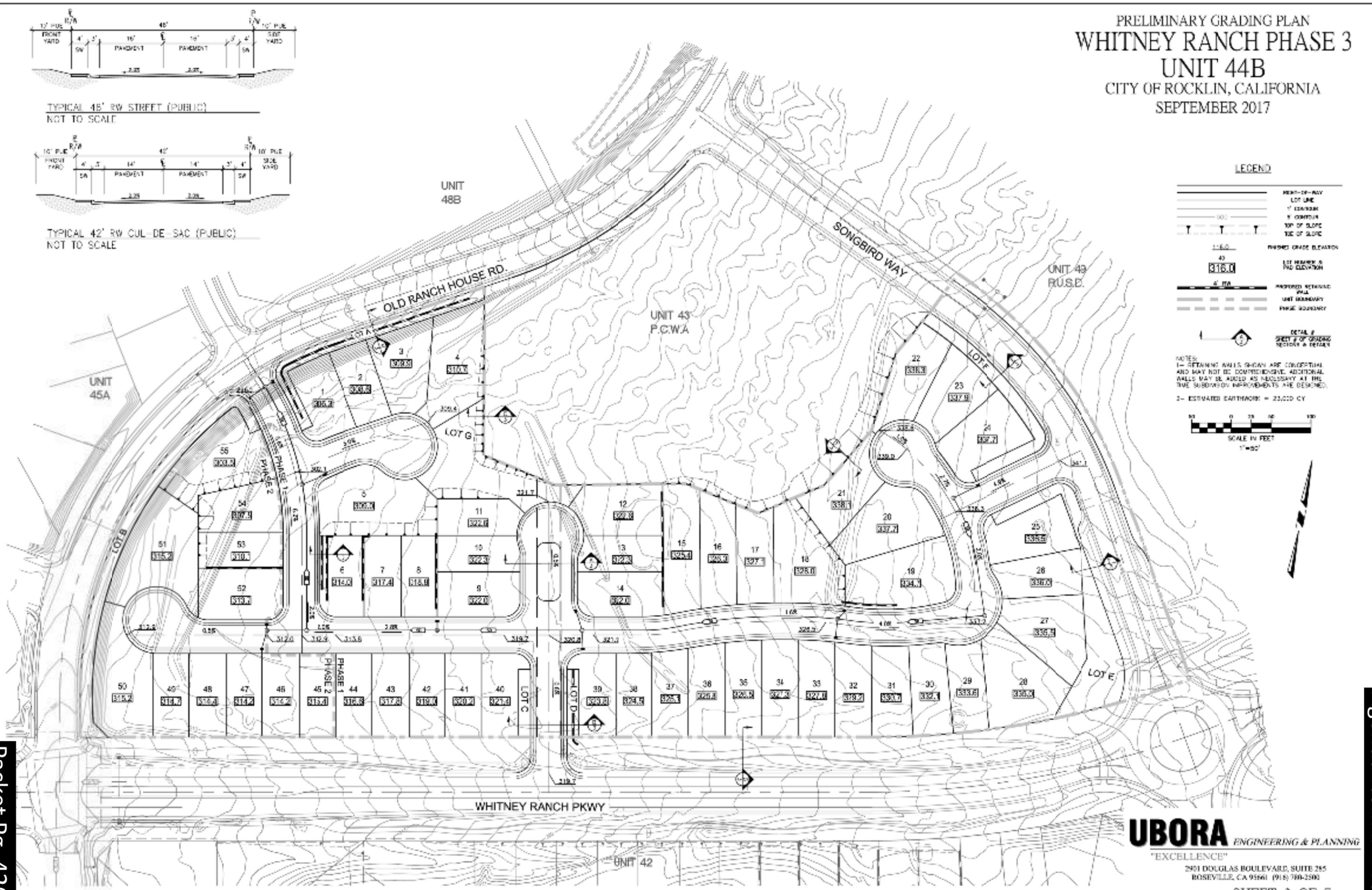
TYPICAL 42' RW CUL-DE-SAC (PUBLIC)
 NOT TO SCALE

UNIT 48B

LEGEND

	RIGHT-OF-WAY
	LOT LINE
	1' CONTOUR
	5' CONTOUR
	TOP OF SLOPE
	TOE OF SLOPE
	PROPOSED GRADE ELEVATION
	LOT NUMBER & PAD ELEVATION
	PROPOSED RETAINING WALL
	UNIT BOUNDARY
	PHASE BOUNDARY
	DETAIL SECTION & DETAIL

NOTES:
 1- RETAINING WALLS, SHOWN ARE CONCEPTUAL AND MAY NOT BE COMPREHENSIVE. ADDITIONAL WALLS MAY BE ADDED AS NECESSARY AT THE TIME SUBDIVISION IMPROVEMENTS ARE DESIGNED.
 2- ESTIMATED EARTHWORK = 23,000 CY



Packet Pg. 426

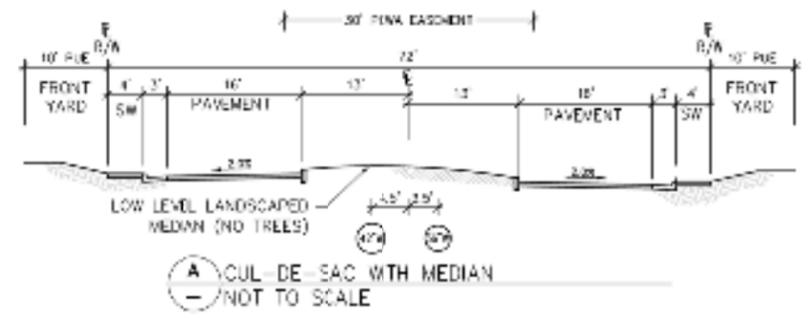
Agenda Item #12.C.

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

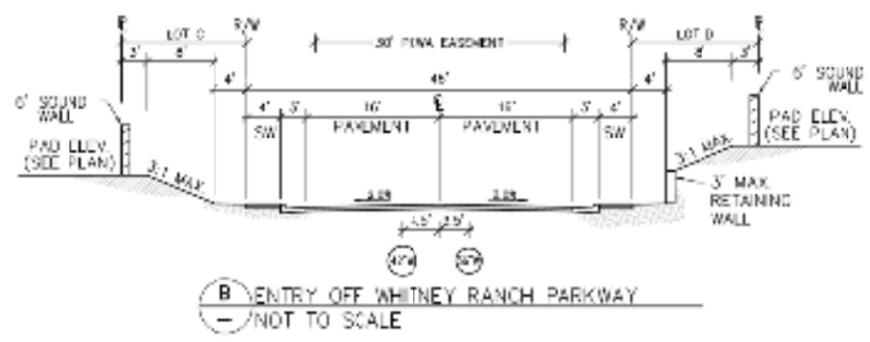
2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 2 OF 7

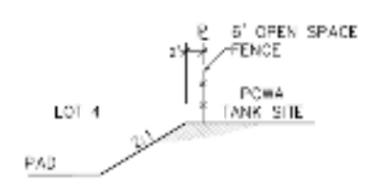
PRELIMINARY GRADING DETAILS
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



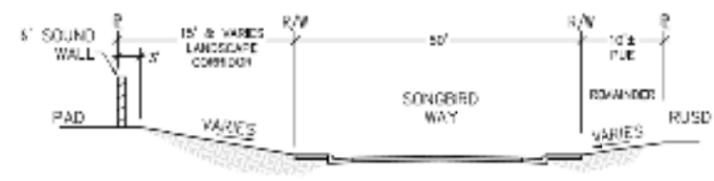
A CUL-DE-SAC WITH MEDIAN
 - NOT TO SCALE



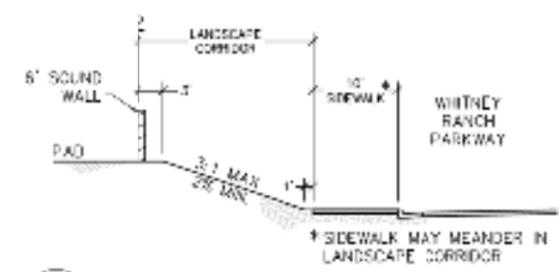
B ENTRY OFF WHITNEY RANCH PARKWAY
 - NOT TO SCALE



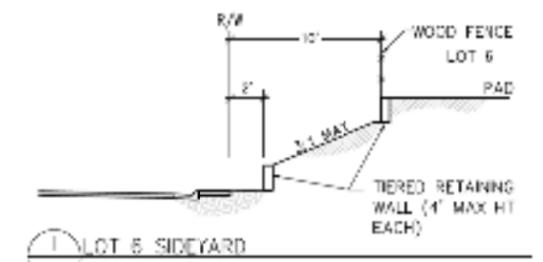
C LOTS BELOW TANK SITE
 - NOT TO SCALE



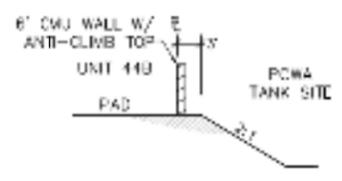
E LOTS ABOVE SONGBIRD WAY FRONTAGE
 - NOT TO SCALE



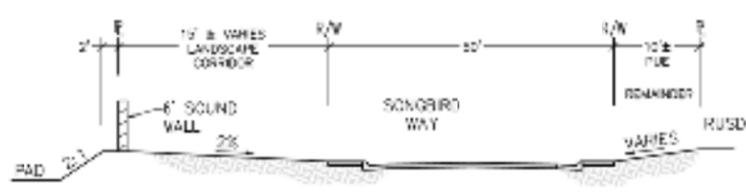
G WHITNEY RANCH PARKWAY FRONTAGE
 - NOT TO SCALE



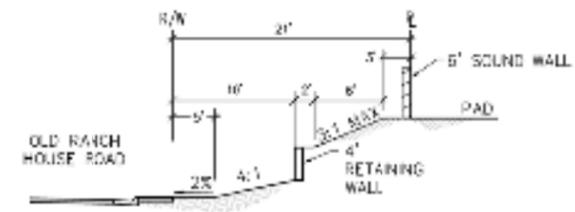
I LOT 6 SIDEYARD
 - NOT TO SCALE



D LOTS ABOVE TANK SITE
 - NOT TO SCALE



F LOTS BELOW SONGBIRD WAY FRONTAGE
 - NOT TO SCALE



H OLD RANCH HOUSE ROAD FRONTAGE
 - NOT TO SCALE

Packet Pg. 427

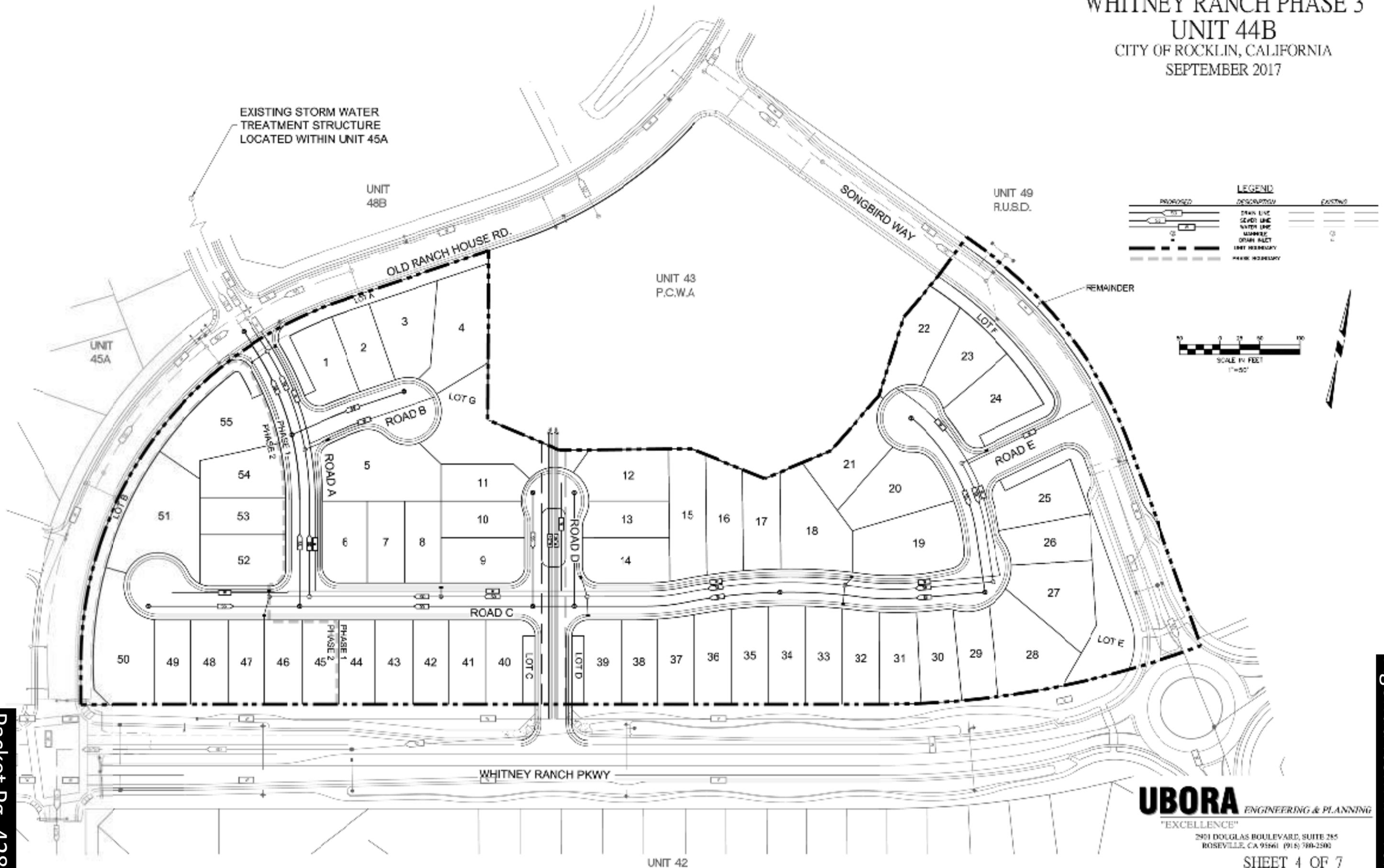
DATE: 09/20/17

Agenda Item #12.C.

PRELIMINARY UTILITY PLAN
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017

EXISTING STORM WATER
 TREATMENT STRUCTURE
 LOCATED WITHIN UNIT 45A

PROPOSED	DESCRIPTION	EXISTING
	RAIN LINE	
	SEWER LINE	
	WATER LINE	
	MANHOLE	
	STORM INLET	
	UNIT BOUNDARY	
	PHASE BOUNDARY	



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Agenda Item #12.C.

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500
 SHEET 4 OF 7

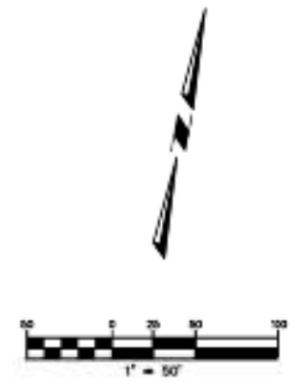
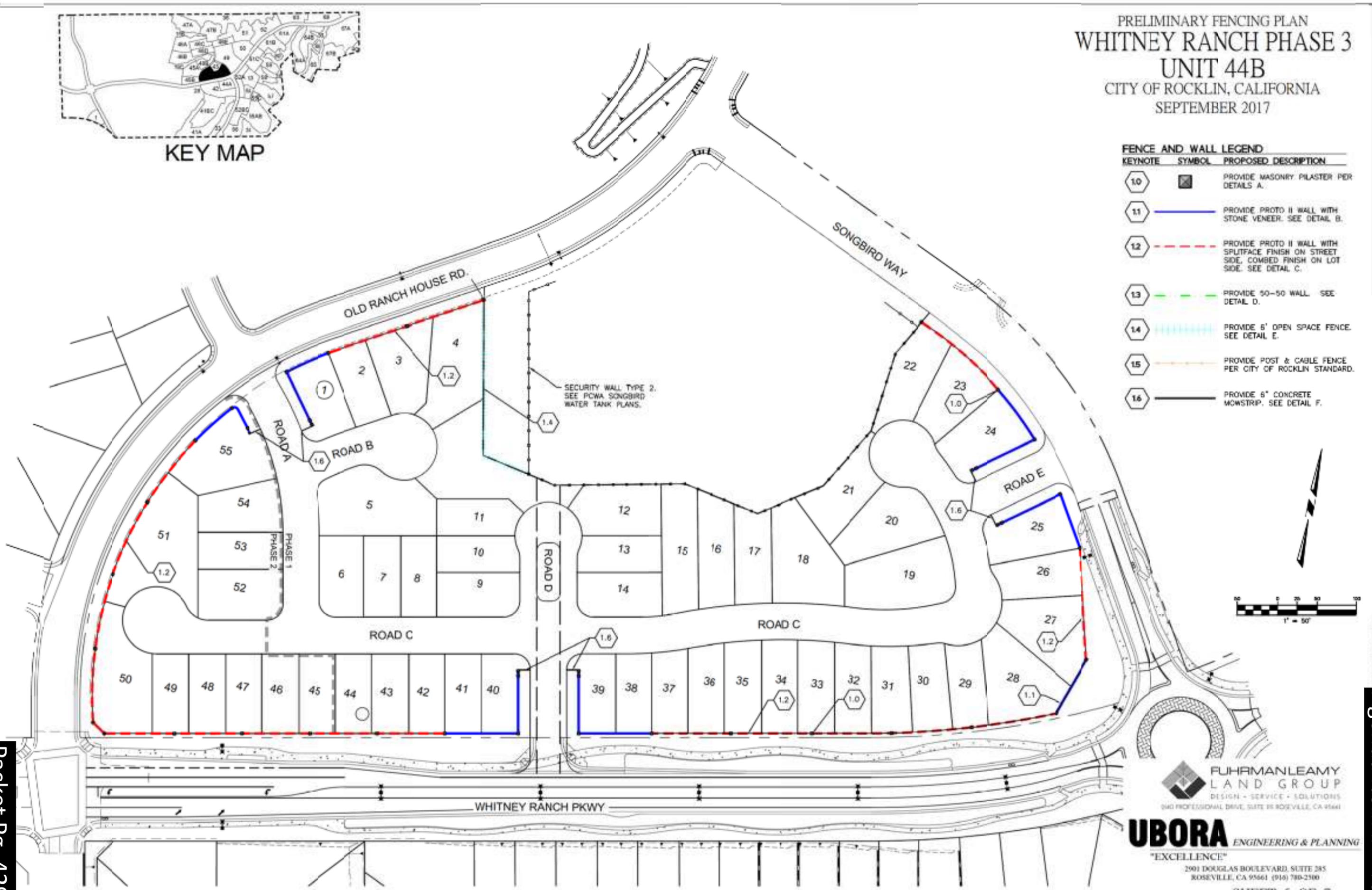
PRELIMINARY FENCING PLAN
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



KEY MAP

FENCE AND WALL LEGEND

KEYNOTE	SYMBOL	PROPOSED DESCRIPTION
10		PROVIDE MASONRY PILASTER PER DETAILS A.
11		PROVIDE PROTO II WALL WITH STONE VENEER. SEE DETAIL B.
12		PROVIDE PROTO II WALL WITH SPLITFACE FINISH ON STREET SIDE, COMBED FINISH ON LOT SIDE. SEE DETAIL C.
13		PROVIDE 50-50 WALL. SEE DETAIL D.
14		PROVIDE 5' OPEN SPACE FENCE. SEE DETAIL E.
15		PROVIDE POST & CABLE FENCE PER CITY OF ROCKLIN STANDARD.
16		PROVIDE 6" CONCRETE MOWSTRIP. SEE DETAIL F.



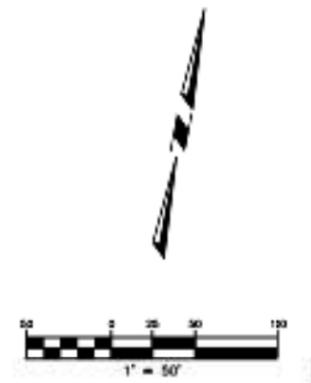
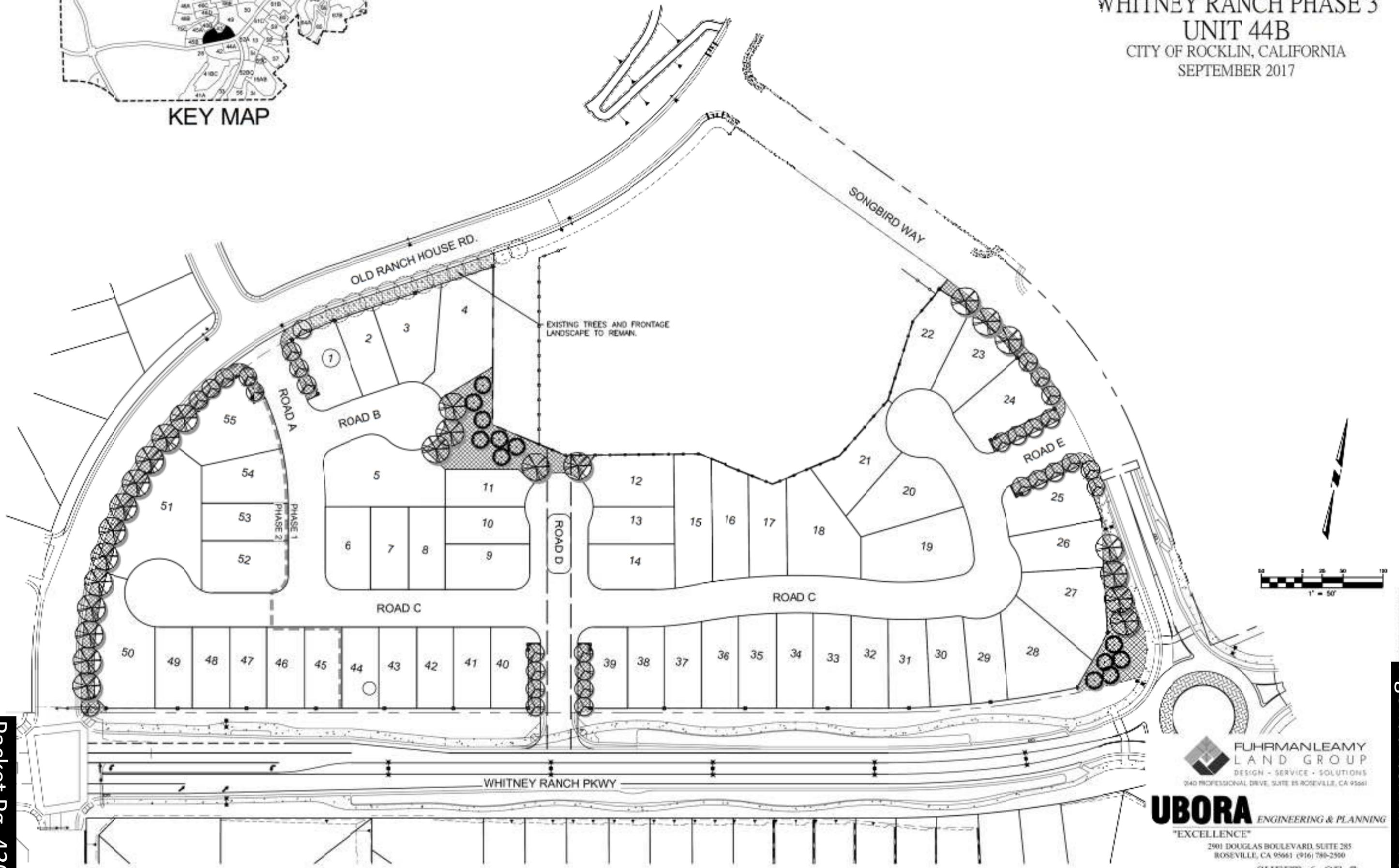
FUHRMANLEAMY
LAND GROUP
 DESIGN - SERVICE - SOLUTIONS
 2100 PROFESSIONAL DRIVE, SUITE 200 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

PRELIMINARY PLANTING PLAN
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



KEY MAP



FUHRMANLEAMY
LAND GROUP
 DESIGN - SERVICE - SOLUTIONS
 240 PROFESSIONAL DRIVE, SUITE 25 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

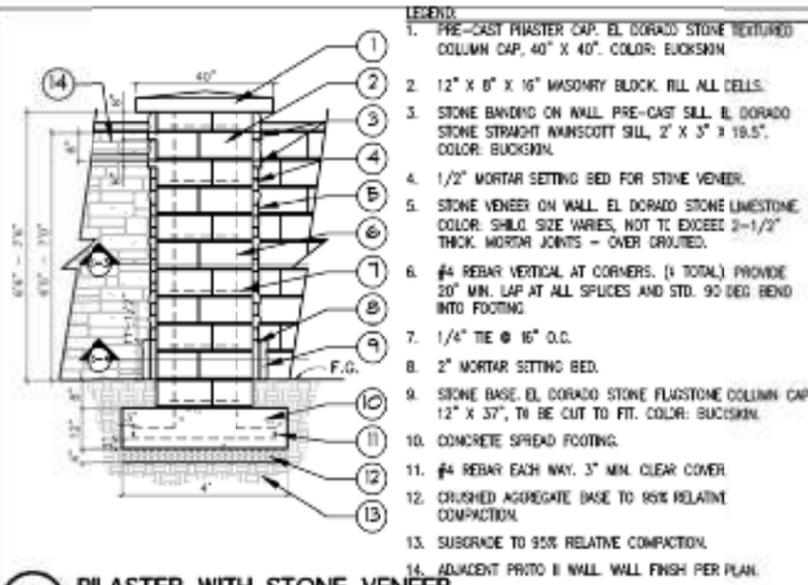
2901 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 6 OF 7

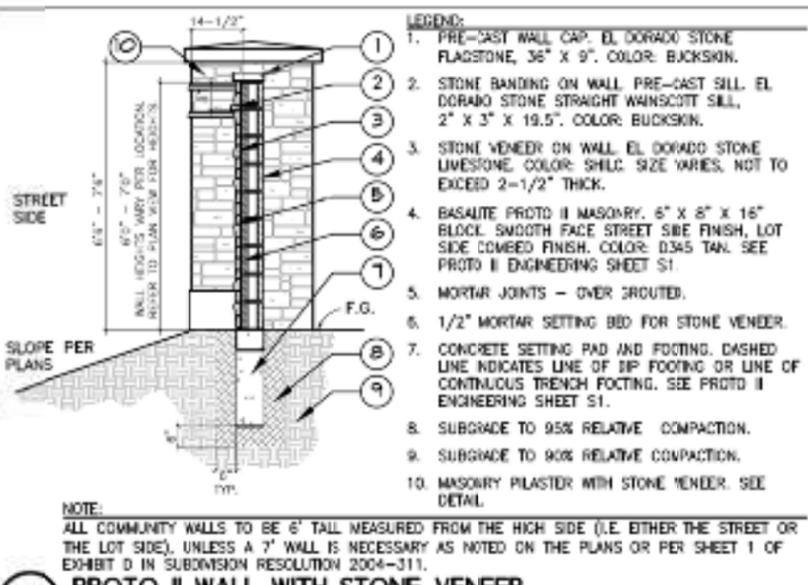
Packet Pg. 430

Agenda Item #12.C.

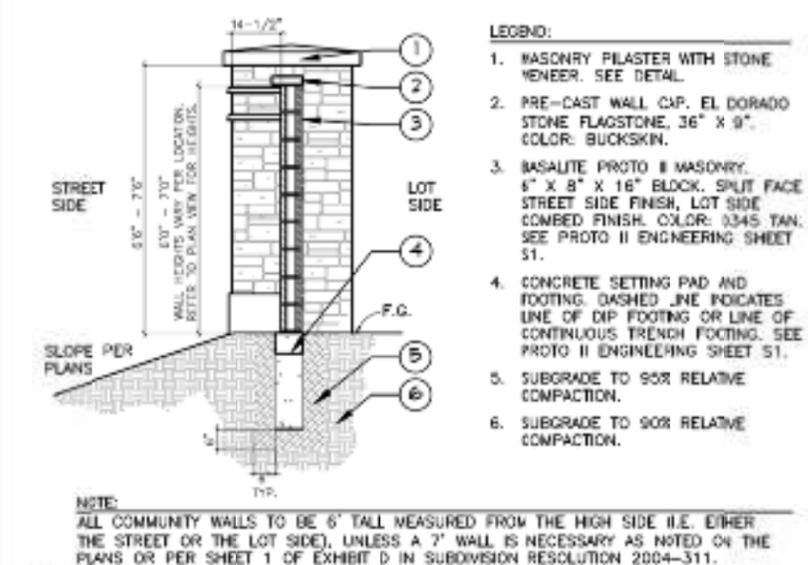
LEGEND AND DETAILS
WHITNEY RANCH PHASE 3
UNIT 44B
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



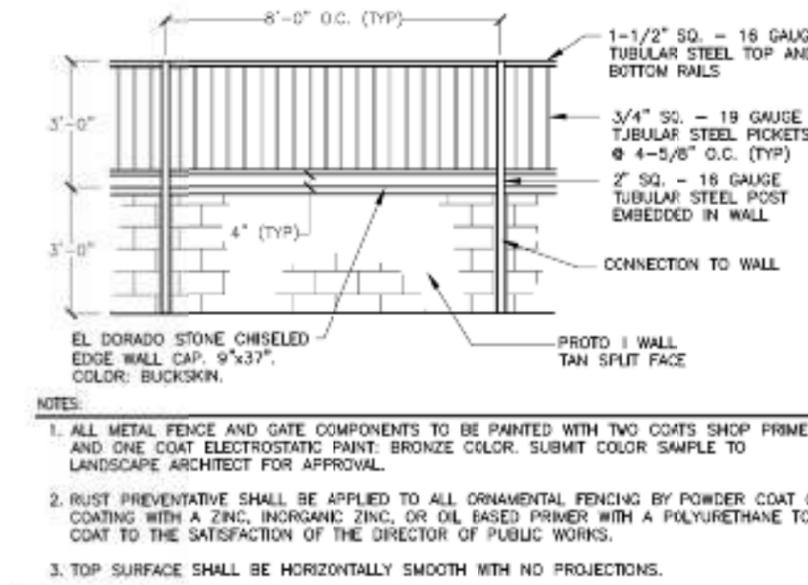
A PILASTER WITH STONE VENEER
 SCALE: 1/2" = 1' - 0"



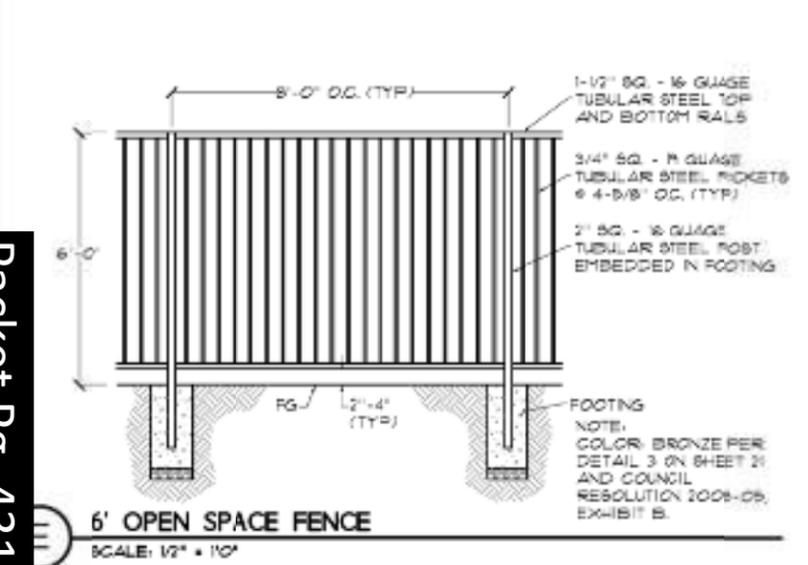
B PROTO II WALL WITH STONE VENEER
 SCALE: 1/2" = 1' - 0"



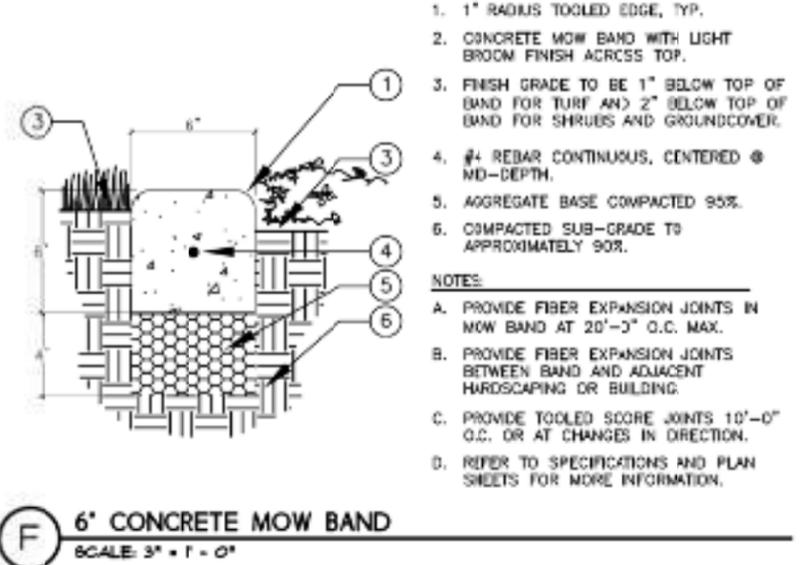
C PROTO II WALL
 SCALE: 1/2" = 1' - 0"



D 3' OPEN SPACE FENCE (ON PROTO II WALL) DETAIL
 SCALE: 1/2" = 1' - 0"



E 6' OPEN SPACE FENCE
 SCALE: 1/2" = 1' - 0"



F 6' CONCRETE MOW BAND
 SCALE: 3/4" = 1' - 0"

PRELIMINARY PLANT MATERIAL LIST AND LEGEND

TREES				
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE
STREET TREES				
	PISTACIA CHINENSIS 'VEITH DAVEY' CHINESE PISTACHE	15 0	40'H x 15"W	LOW
	PLATANUS ACERIFOLIA 'BLOODGOOD' LONDON PLANE TREE	15 0	40'H x 10"W	MED
	TILIA CORDATA 'GREENSPICE' LITTLE-LEAF LINDEN	15 0	35'H x 15"W	MED
	LEMNUS PAUCIFLORUS 'TRUE GREEN' TRUE GREEN CHINESE EVERGREEN ELM	15 0	50'H x 10"W	MED
	LIQUIDAMBAR STYRACIFLUA FLAME TREE	15 0	60'H x 15"W	MED
	QUERCUS WISLIZENI INTERIOR LIVE OAK	15 0	40'H x 40'	LOW
SUBORDINATE TREES				
	ACER RUBRUM 'AUTUMN BLAZE' AUTUMN BLAZE RED MAPLE	15 0	40'H x 10"W	MED
	CERCIS OCCIDENTALIS WESTERN REDGIRD	15 0	15'H x 12"W	LOW
	LAGERSTROEMIA SPP. GRAPE HYDRANGEA	15 0	15'H x 15"W MULTI-TRUNK	LOW
SCREEN TREES				
	CEDRUS DEODARA DEODAR CEDAR	15 0	50'H x 25"W	LOW
	LAURUS 'SARATOGA' SARATOGA SWEET BAY	15 0	25'H x 10"W	LOW
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	WATER USE	REMARKS
	BACKGROUND / SCREEN SHRUBS - EVERGREEN LARGE SHRUBS TO 6'-8' USED FOR REDUCING BUILDING MASS OR SCREENING UNDESIRABLE VIEWS.			
	ABELIA X EXONIIFOLIA 'GLOSSY ABELIA' GLOSSY ABELIA	5 0	MED	5'H x 5"W
	ARCTOSTAPHYLOS U. 'HOWARD MCMINN' HOWARD MCMINN MANZANITA	5 0	LOW	5'H x 5"W
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOPBUSH	5 0	LOW	8'H x 6"W
	LEUCOSIPHON FRUTESCENS 'COMPACTUM' COMPACT TEXAS RANGER	5 0	LOW	5'H x 5"W
	CALLISTEMON VIMINALIS 'LITTLE JOHN' DWARF BOTTLEBRUSH	5 0	LOW	3'H x 4"W
	DIETES BICOLOR FOXTAILED LILY	1 0	LOW	1.5'H x 3"W
	BRUNFELSIA NANA 'MICK DAVIS' NANA HAWTHORN	5 0	LOW	4'H x 4"W
	SALIX REPENS 'WILD THING' PINK SALIX	5 0	LOW	3'H x 3"W
	GROUND COVER MATERIAL - SMALL SCALE DUE TO PROJECT TYPE, EVERGREEN OR PERENNIAL SHRUBS TO 24" HIGH, USED AS A FILLER BETWEEN SITE WORK EDGES AND FINDER SHRUBS.			
	ARCTOSTAPHYLOS U. 'EMERALD CARPET' EMERALD CARPET MANZANITA	1 0	LOW	2'H x 5"W
	CISTUS X CRISPATUS 'WARLEY ROSE' WARLEY ROSE ROCKROSE	1 0	LOW	2'H x 4"W
	HEMEROCALLIS SP. EVERGREEN DAYLILY	1 0	MED	18"H x 18"W
	ROSA X 'NOAH' RED FLOWER CARPET ROSE	1 0	MED	2'H x 3"W
	VINES/SPALLER MATERIAL - EVERGREEN VINE WITH MANAGEABLE SPREAD FOR COVERING BLANK WALLS. USED TO SOFTEN ARCHITECTURAL ELEMENTS AND CREATE SEASONAL INTEREST VERTICALLY.			
	PTERIS AQUILINA CREeping FG	5 0	MED	EVERGREEN PLANT AT BASE OF WALL

BOULDERS AND ROCK

SYMBOL	TYPE	APPROXIMATE SIZE	QUANTITY	DEPTH
	FIELD STONE	30" DIAMETER		BURIED A MIN. OF 1/3 OF THE OVERALL BOULDER HEIGHT
	FIELD STONE	24" DIAMETER		
	FIELD STONE	18" DIAMETER		

FIELD STONE BOULDERS MAY BE FROM THE WHITNEY RANCH SITE

Packet Pg. 431

Agenda Item #12.C.



2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2300

TENTATIVE SUBDIVISION MAP
WHITNEY RANCH PHASE 3
UNIT 55C
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017

PROJECT INFORMATION

APN	017-162-018
EXISTING/PROPOSED USE	VACANT/RESIDENTIAL
EXISTING/PROPOSED ZONING	REG. FACILITY/PO6
EXISTING/PROPOSED GEN. PLAN	FORMDR
EXISTING PARCEL	DESIGNATED REMINDER, DO MARS 72

PROPOSED USES

PROPOSED USES	#	TOTAL ACRES	DENSITY
RESIDENTIAL LOTS	5	1.08± AC	4.0 DU/AC
OPEN SPACE LOTS	A	1.17± AC	
TOTALS		2.26± AC	

PROPOSED LOT SIZES

MAXIMUM LOT SIZE	8,870 sq.ft.
AVERAGE LOT SIZE	8,030 sq.ft.
MINIMUM LOT SIZE	5,120 sq.ft.

LEGEND

	UNIT BOUNDARY
	PROPOSED EASEMENT
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	PROPOSED EASEMENT



KEY MAP

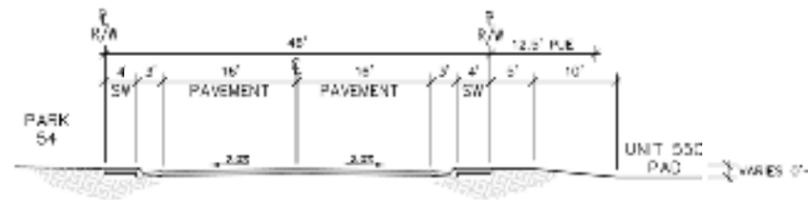
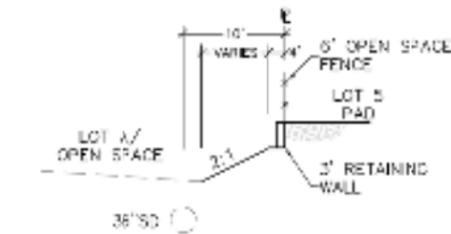
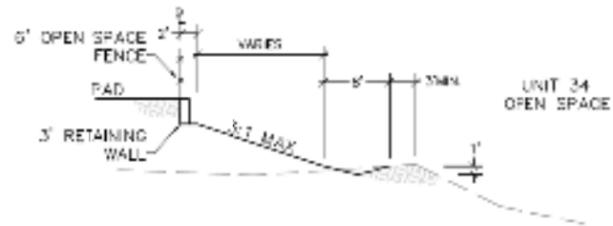
Packet Pg. 432

Agenda Item #12.C.

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

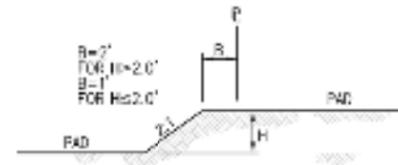
PRELIMINARY GRADING PLAN
WHITNEY RANCH PHASE 3
UNIT 55C
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



A SWALF
 NOT TO SCALE

B LOT 5 / OPEN SPACE EDGE
 NOT TO SCALE

C 48' RW RESIDENTIAL STREET
 NOT TO SCALE

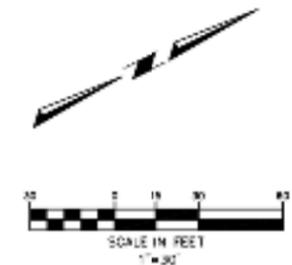
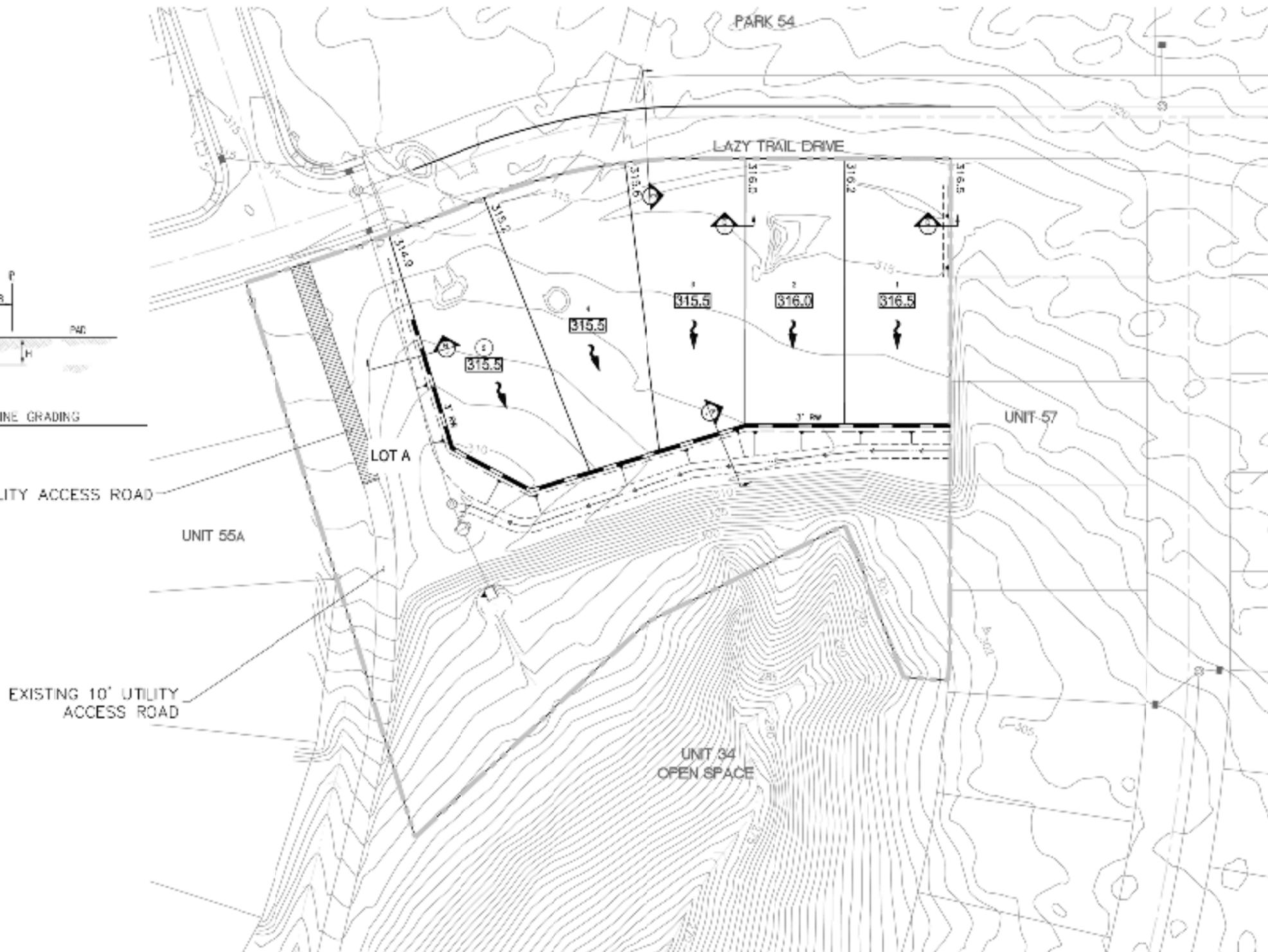


D INTERIOR PROPERTY LINE GRADING
 NOT TO SCALE

LEGEND

	RIGHT-OF-WAY
	LOT LINE
	1' CONTOUR
	5' CONTOUR
	TOP OF SLOPE
	TOE OF SLOPE
	PROPOSED GRADE ELEVATION
	LOT NUMBER & PAD ELEVATION
	PROPOSED RETAINING WALL
	UNIT BOUNDARY
	DETAIL SECTION OF GRADING SECTIONS A-D

- NOTES**
1. RETAINING WALLS SHOWN ARE CONCEPTUAL AND MAY NOT BE COMPREHENSIVE. ADDITIONAL WALLS MAY BE ADDED AS NECESSARY AT THE TIME CONSTRUCTION IMPROVEMENTS ARE DESIGNED.
 2. ESTIMATED EARTHWORK = 4,000 C.Y.

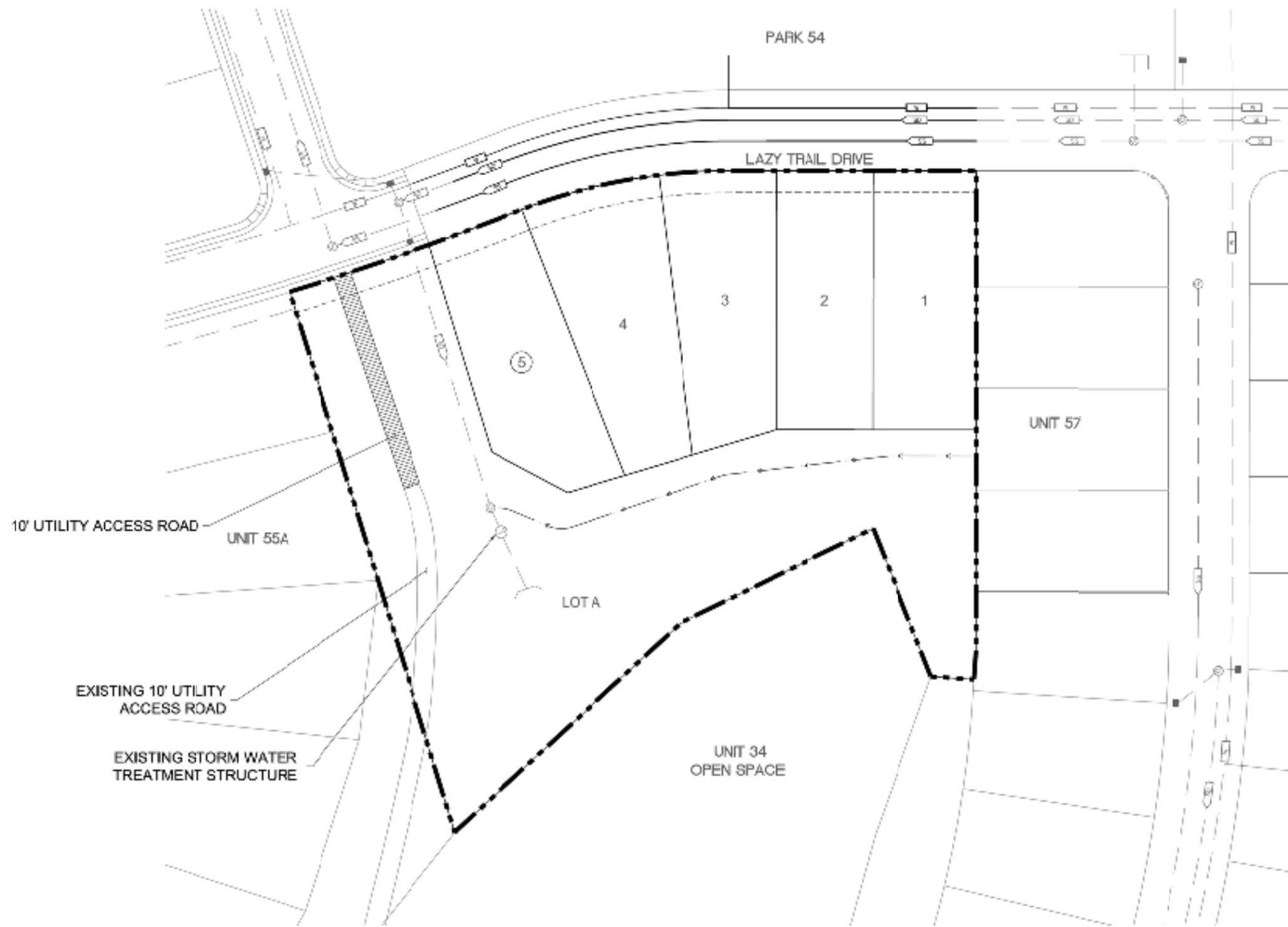


UBORA ENGINEERING & PLANNING
 "EXCELLENCE"

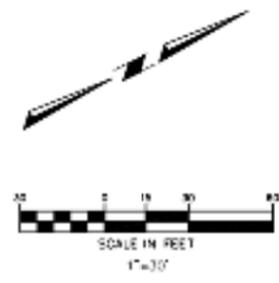
2901 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

SHEET 2 OF 5

PRELIMINARY UTILITY PLAN
WHITNEY RANCH PHASE 3
UNIT 55C
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



PROPOSED	DESCRIPTION	EXISTING
	DRAIN LINE	
	SEWER LINE	
	WATER LINE	
	STORM WATER	
	DRAIN INLET	
	UNIT BOUNDARY	

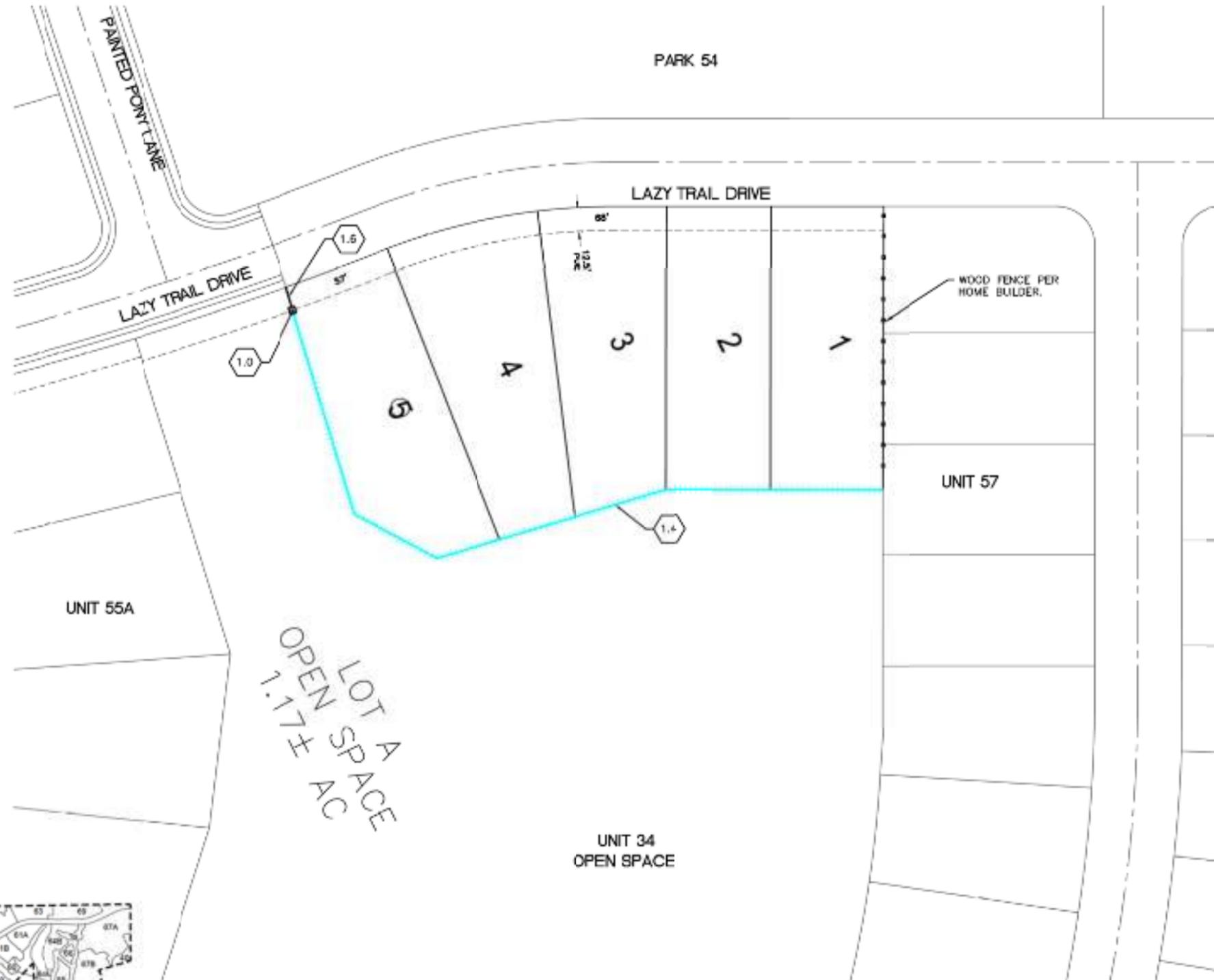


UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2801 DOUGLAS BOULEVARE, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500
 SHEET 3 OF 5

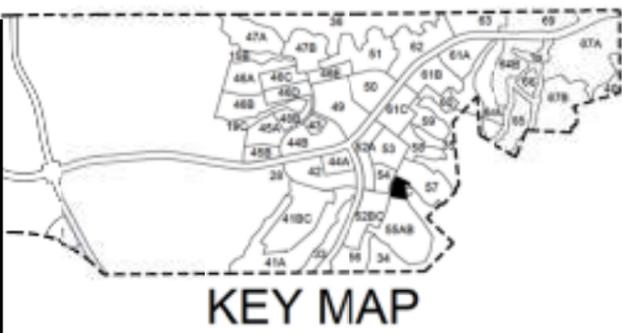
Packet Pg. 434

Agenda Item #12.C.

TENTATIVE FENCING PLAN
WHITNEY RANCH PHASE 3
UNIT 55C
 CITY OF ROCKLIN, CALIFORNIA
 SEPTEMBER 2017



FENCE AND WALL LEGEND		
KEYNOTE	SYMBOL	PROPOSED DESCRIPTION
10		PROVIDE MASONRY PILASTER PER DETAILS A.
11		PROVIDE PROTO II WALL WITH STONE VENER. SEE DETAIL B.
12		PROVIDE PROTO II WALL WITH SPLITFACE FINISH ON STREET SIDE, COMBED FINISH ON LOT SIDE. SEE DETAIL C.
13		PROVIDE 50-50 WALL. SEE DETAIL D.
14		PROVIDE 6' OPEN SPACE FENCE. SEE DETAIL E.
15		PROVIDE POST & CABLE FENCE PER CITY OF ROCKLIN STANDARD.
16		PROVIDE 6" CONCRETE MOWSTRIP. SEE DETAIL F.



KEY MAP



FUHRMANLEAMY LAND GROUP
 DESIGN - SERVICE - SOLUTIONS
 540 PROFESSIONAL DRIVE, SUITE 200 ROSEVILLE, CA 95661

UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2501 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500

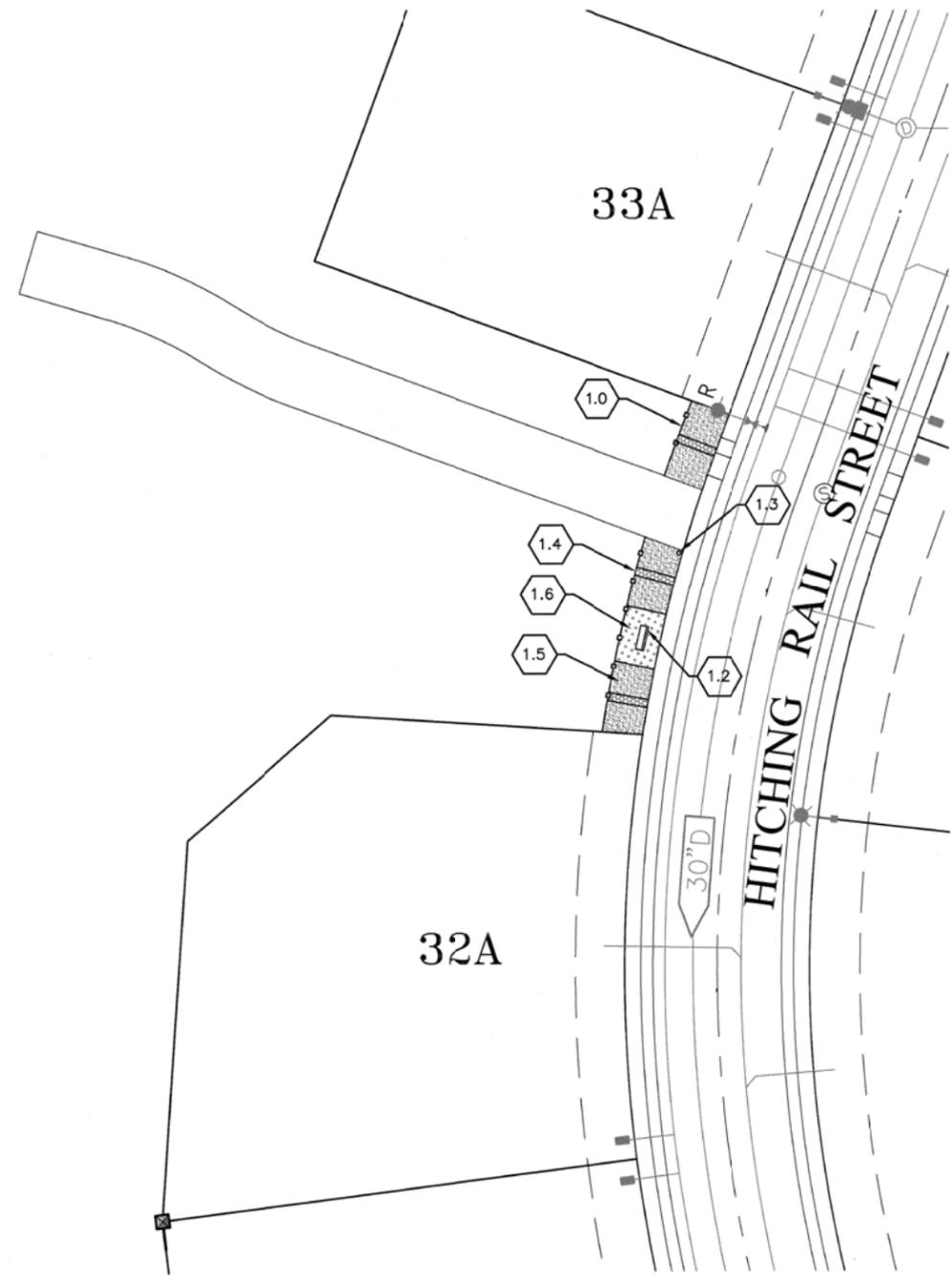
SHEET 4 OF 5

Packet Pg. 435

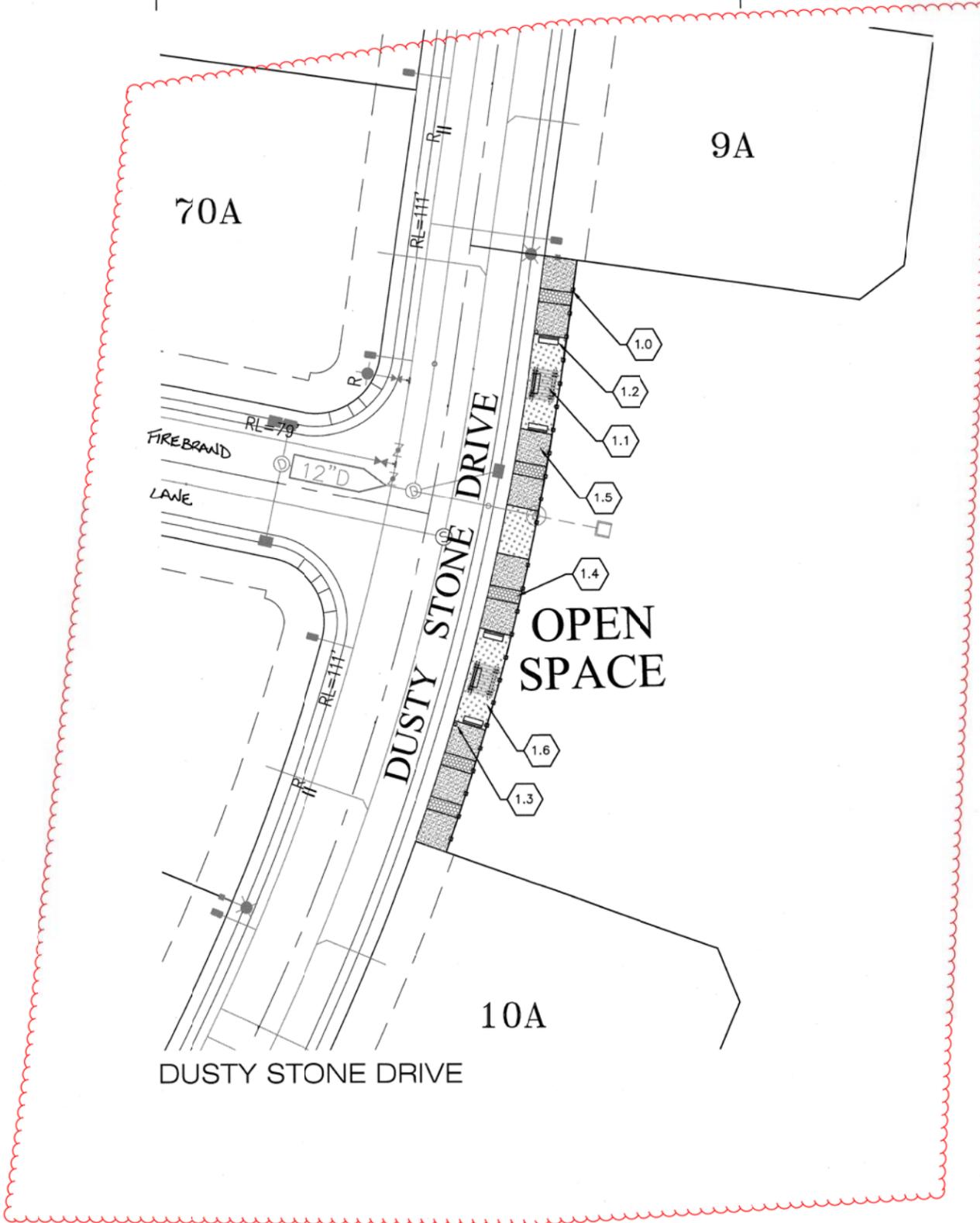
Agenda Item #12.C.

17-09-08 10:12 AM Update Map name: C:\PROJECTS\17122 & 17123\17122.DWG

FUHRMAN LEAMY LAND GROUP HAS BEEN ASSIGNED TO ANY HARD PARTS WITHOUT FIRST OBTAINING WRITTEN PERMISSION AND CONSENT.



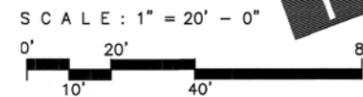
HITCHING RAIL STREET



DUSTY STONE DRIVE

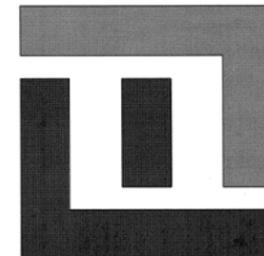
AMENITY AREAS LEGEND

KEYNOTE	SYMBOL	PROPOSED DESCRIPTION
1.0		PROVIDE 4' OPEN SPACE FENCE. SEE DETAIL H, SHEET LC-1.
1.1		PROVIDE SHADE ARBOR.
1.2		PROVIDE 6' METAL BENCH WITH BACK.
1.3		PROVIDE DOG WASTE STATION.
1.4		PROVIDE 2'-4" COBBLE.
1.5		PROVIDE DECOMPOSED GRANITE WITH STABILIZER.
1.6		PROVIDE PEDESTRIAN LOAD CONCRETE WITH MEDIUM BROOM FINISH.



UNDERGROUND SERVICE ALERT
 CALL TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

RECORD DRAWING
 ALL INFORMATION SHOWN ON THESE PLANS HAVE BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED LANDSCAPE ARCHITECT. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN WHEN THE LANDSCAPE ARCHITECT IS ADVISED IN WRITING OF SUCH CHANGE. IT IS THE RESPONSIBILITY OF THE LANDSCAPE ARCHITECT PREPARING THESE PLANS TO INCLUDE ALL INFORMATION THAT DIFFERS FROM THE DRAWINGS ORIGINALLY APPROVED BY THE CITY OF ROCKLIN.
 LANDSCAPE ARCHITECT _____ RLA # _____ DATE _____
Kay Do 04/15



FUHRMAN LEAMY LAND GROUP

landscape architecture · urban design
 parks & recreation · site & master planning
 2140 PROFESSIONAL DRIVE, SUITE 115
 ROSEVILLE, CALIFORNIA 95661
 916.783.5263 www.FLLANDGROUP.COM

JOB NO. : UEP-15073

CONSULTANT
 UBORA ENGINEERING
 & PLANNING

PROJECT:
**WHITNEY RANCH
 PHASE 2
 UNIT 41**

ROCKLIN, CA
 CLIENT:

SUNSET RANCHOS
 INVESTORS, LLC.

REVISIONS	DATE
△	
△	
△	
△	
ISSUE	DATE
①	1ST SUBMITTAL 04.23.15
②	2ND SUBMITTAL 05.26.15
③	
④	
⑤	



DRAWN : KCL
 CHECKED : KCL
 SCALE : 1" = 2'

SHEET TITLE:
**LANDSCAPE
 CONSTRUCTION
 PLAN**

SHEET
LC-6

6 OF 24 SHEETS

Packet Pg. 437

Agenda Item #12.C.



BACK TO AGENDA

City Council Report

Subject: Reducing Crime and Keeping California Safe Act of 2018

Submitted by: Chad Butler, Chief of Police

Date: February 27, 2018

Department: Police

Staff Recommendation: City Council approve the attached resolution supporting the “Reducing Crime and Keeping California Safe Act of 2018.”

BACKGROUND:

Beginning in 2014, after a series of legislative changes and approved voter initiatives, California as a whole has seen an increase in violent crime at a rate higher than other States in the Country. In fact, during the first 6 months of 2015, Sacramento realized an increase in violent crime higher than any of the 25 largest U.S. cities tracked by the FBI. This trend continues across the State’s largest cities today, as described in a recent FBI report (2017).

In addition to rising violent crimes, changes to our State parole system have allowed reclassification of several “violent” crimes to “nonviolent” crimes. This change allows individuals convicted of crimes such as sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."

With the passage of State Proposition 47 many crimes were reclassified to misdemeanors from felonies. The change resulted in less DNA collection that law enforcement relies on to solve crimes, resulting in a reduction of over 2000 cold case hits. In addition to the loss of DNA collection, Proposition 47 changed dollar thresholds dictating the difference between misdemeanor and felony theft from a loss of over \$450.00 to a loss of over \$950.00 today. These changes have had a significant effect on property crimes, increasing loss anywhere from 12-25%.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

On October 30, 2017, a statewide ballot measure was filed with the California Secretary of State in an attempt to repair the problems brought on by these changes to our criminal justice system. The measure is sponsored by the California Public Safety Partnership (CAPSP), an alliance of law enforcement, public

safety leaders, crime victims, child advocates and business leaders from throughout the State. The initiative aims to redefine several changes to include:

- Expanding the violent crimes list for early release parole consideration
- Reinstating DNA collection for certain crimes that were reduced to misdemeanors under Prop 47
- Requiring a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of their parole for the third time
- Makes serial theft a felony for offenders convicted of a third theft of property valued at \$250 or more

Conclusions:

In addition to the ballot measure sponsors and other law enforcement groups, the California Police Chiefs' Association, representing more than 330 active police chiefs, supports the "Reducing Crime and Keeping California Safe Act of 2018," as do I.

Recommendations:

Staff recommends that Council adopt and sign the resolution supporting the "Reducing Crime and Keeping California Safe Act of 2018."

Alternatives:

Council can elect not to support the resolution.

Fiscal Impact:

None



Ricky A. Horst, City Manager
Reviewed for Content



Stephen Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachments:

- An Initiative for Public Safety "Fact Sheet"



An Initiative for Public Safety

VIOLENT CRIME

What is a 'violent crime'? For California's new parole law, the definition is murky — and it matters *(Los Angeles Times)*

- Expands the list of violent crimes for which early release is not an option
- Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies” — making criminals convicted of these crimes eligible for early release

DNA COLLECTION

California's DNA database gets fewer hits due to Prop. 47 (KCRA)

- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
- Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since passage of Prop. 47, cold case hits have dropped over 2,000, with more than 450 of those hits connected to violent crimes

SERIAL THEFT

**An explosion of California property crimes
— due to Prop. 47** *(San Francisco Chronicle)*

- Revises the theft threshold by adding a felony for serial theft — when a person is caught for the 3rd time stealing with a value of \$250
- Prop. 47 changed the dollar threshold for theft to be considered a felony — from \$450 to \$950. As a result, there has been an explosion of serial theft and an inability of law enforcement to prosecute these crimes effectively. Theft has increased by 12% to 25%, with losses of a billion dollars since the law was passed.

PAROLE VIOLATIONS

**Suspect in Whittier police officer shooting death
arrested 5 times in last 7 months** *(Whittier Daily News)*

- Requires the Board of Parole Hearings to consider an inmate's entire criminal history when deciding parole, not just his most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his parole for the third time
- AB 109 bases parole solely on an offender's commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street



For more information, please visit www.keepcalsafe.org.

RESOLUTION NO. 2018-xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKLIN SUPPORTING THE
REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rocklin hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Kenneth Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA



City Council Report

Subject: Parcel "M" Transfer

Submitted by: Marc Mondell, Director (Community Development Department)

Date: February 27, 2018

Department: Community Development

Staff Recommendation:

Approve a Resolution of the City Council of the City of Rocklin approving and authorizing the City Manager to execute a grant deed accepting parcel 017-084-001-000 from Sunset Ranchos Investors, LLC and a separate grant deed transferring same parcel to Evergreen/Rocklin Land Joint Venture.

BACKGROUND

Parcel 017-084-001-000 (aka Parcel "M") is approximately .8362 acres located at the south-east corner of the intersection of Whitney Ranch Parkway and University Avenue and owned by Sunset Ranchos Investors, LLC (see map). This remnant parcel was created as a result of right-of-way donations associated with revisions of the final alignment of Whitney Ranch Parkway and is not easily developable by itself due to size and geometry. Therefore, it was always contemplated that the parcel would be made part of the adjacent parcel to ensure its orderly and efficient development.

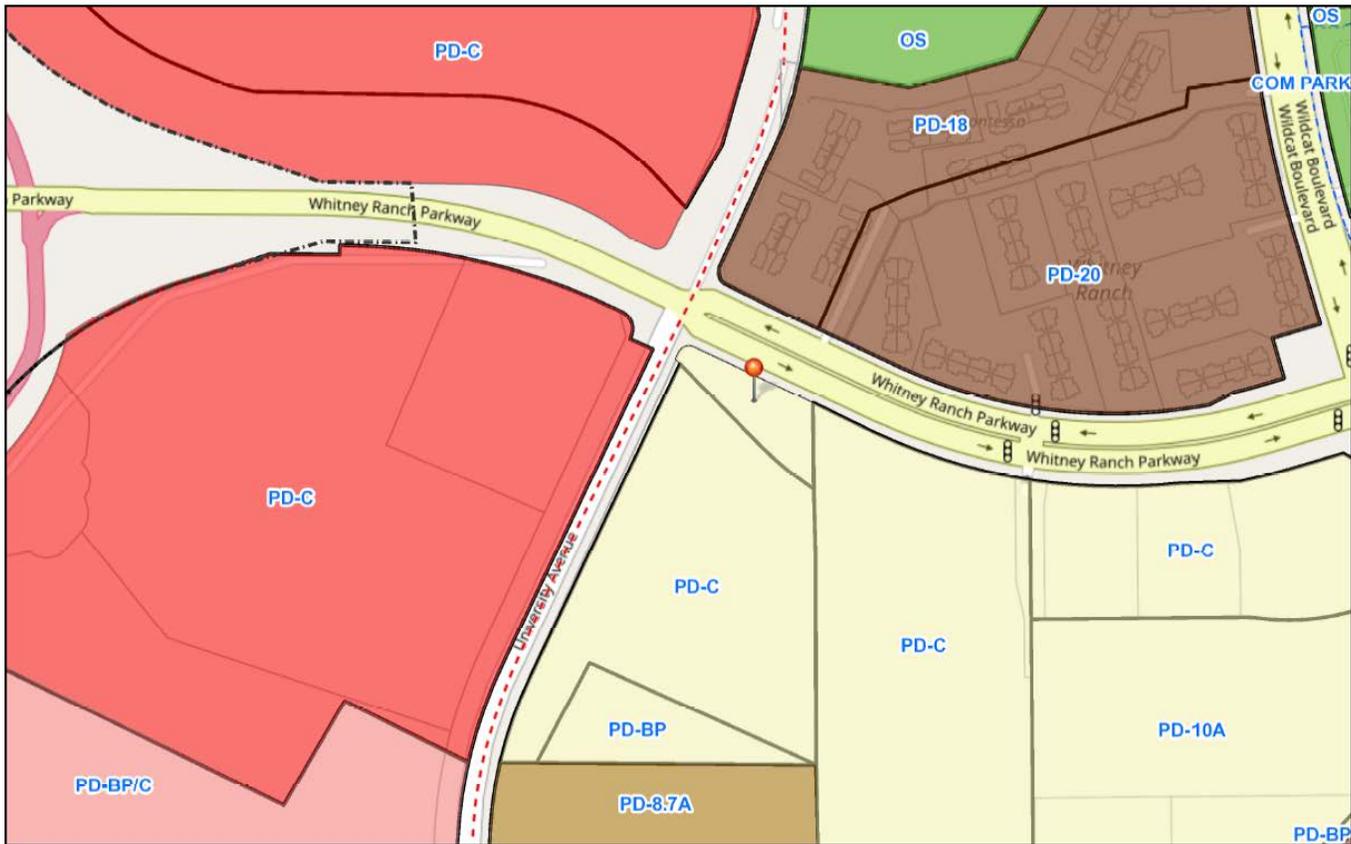
The City's role in this transaction is simply as a conduit so that the parcel can be immediately conveyed from one party to another. There is no cost or revenue derived from this transaction given that significant land donations were previously provided by the developer to the City for use as right-of-way. The City does not perceive any public benefit from retaining ownership of this parcel and does not have any immediate or long-term use for the parcel. Assuming approval, the parcel would likely be incorporated as part of the currently proposed apartment project.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

Findings:

- There is no benefit to the City to retain ownership of Parcel "M".
- The parcel is not easily developable by itself due to size and geometry.
- Transference of ownership would allow for orderly and efficient development.

Location Map:



Conclusion & Recommendation:

- Staff recommends that the City Manager be authorized to execute the grant deed accepting parcel 017-084-001-000 from Sunset Ranchos Investors, LLC.
- Staff recommends that the City Manager be authorized to execute the grant deed transferring parcel 017-084-001-000 to Evergreen/Rocklin Land Joint Venture.

Alternatives:

- Do not approve execution of either or both grant deeds.

Fiscal Impact:

- There are no direct costs or revenues derived from this transaction, however future development of the parcel will allow for the generation of permit fees and property tax revenue.

Ricky A. Horst, City Manager
Reviewed for Content

Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

RESOLUTION NO. 2018__-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A GRANT DEED ACCEPTING PARCEL 017-084-001-000 FROM SUNSET RANCHOS
INVESTORS, LLC AND A SEPARATE GRANT DEED TRANSFERRING SAME TO
EVERGREEN/ROCKLIN LAND JOINT VENTURE

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby finds as follows:

A. The parcel (aka Parcel "M") is approximately .8362 acres located at the south-east corner of the intersection of Whitney Ranch Parkway and University Avenue and owned by Sunset Ranchos Investors, LLC.

B. The remnant parcel was created as a result of right-of-way donations associated with revisions of the final alignment of Whitney Ranch Parkway and is not easily developable by itself due to size and geometry.

C. This parcel was always intended to be made part of the adjacent parcel to ensure its orderly and efficient development. There is not benefit for the City to retain ownership of the parcel.

Section 2. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a grant deed accepting the parcel from Sunset Ranchos Investors, LLC substantially consistent with the Grant Deed attached as Exhibit A, and a separate grant deed transferring same to Evergreen/Rocklin Land Joint Venture substantially consistent with the Grant Deed attached as Exhibit B.

Section 3. The City Clerk is hereby authorized and directed to record the grant deed accepting the parcel in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

e:/clerk/reso/(document name)/(bei)05/30/2003

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL THIS DEED
AND TAX STATEMENTS TO:

City of Rocklin
3970 Rocklin Road,
Rocklin, CA 95677
Attention: City Clerk

(Above Space for Recorder’s Use Only)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
 This transfer is exempt from the documentary transfer tax.
 The documentary transfer tax is \$_____ and is computed on:
 the full value of the interest or property conveyed.
 the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in the **City of Rocklin**.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUNSET RANCHOS INVESTORS, LLC, a Delaware limited liability company, dba Whitney Ranch Associates (“**Grantor**”), hereby GRANTS to the CITY OF ROCKLIN (“**Grantee**”), that certain real property (“**Property**”) located in the County of Placer, State of California, and more particularly described in Exhibit 1, attached to and incorporated into this Grant Deed by this reference, SUBJECT TO (a) real property taxes and assessments not delinquent, (b) matters of title of record, (c) matters of title not of record (including, without limitation, those which are apparent or ascertainable by an inspection or survey of the Property) and (d) matters affecting the condition of title to the Property suffered or created by or with the written consent of Grantee.

The implied covenants set forth in Section 1113 of the California Civil Code are expressly disclaimed by Grantor and restrained, except that Grantor covenants that previous to the time of the execution of this Grant Deed, Grantor has not conveyed the same estate conveyed by this Grant Deed to any person or entity other than Grantee.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that Grantee, by its acceptance of this Grant Deed, and as part of its consideration for the conveyance made herein, covenants and promises for itself, its successors and assigns, forever, that this Grant Deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against Grantee, its successors and assigns, in perpetuity, by Grantor and other interested parties, as maybe allowed by law; that the

covenants, conditions, and restrictions set forth herein area binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions and restrictions in subsequent conveyances of the Property or portions thereof will not abrogate the status of these covenants, conditions and restrictions as binding upon the Grantor and Grantee, their successors and assigns:

1. As-Is Condition. Grantee acknowledges and agrees that: (a) Grantee will accept the Property “as is” in its condition existing as of the date of this Grant Deed (including, without limitation, subject to all latent and patent defects and the presence of any and all Hazardous Materials (as defined below in Section 5)) and based on its own inspection, investigation and evaluation; (b) neither Grantor nor any agent or other representative of Grantor has made any representation or warranty, express, implied or statutory, concerning the Property or which induced Grantee to execute this Grant Deed and no such agent or representative is authorized to make any such representation or warranty; and (c) all such representations and warranties are expressly disclaimed by Grantor.

2. No Liability. Without limiting the generality of the foregoing, Grantee agrees that Grantor shall not have any liability, obligation or responsibility of any kind with regard to: (a) the content or accuracy of any appraisal, study, cost estimate, survey, report, opinion or conclusion of any engineer or other person with respect to the Property; (b) the availability, validity or enforceability of entitlements for the Property, whether pending, currently existing or existing in the future; (c) the capacity or availability of sewer, water or other utility connections to the Property; (d) the content or accuracy of any material given to Grantee by Grantor or reviewed by Grantee with respect to the Property; (e) the condition of the Property (including, without limitation, the presence of Hazardous Materials within, under or upon, or in the vicinity of, the Property); (f) the condition of the soil and groundwater of the Property; (g) the past, current or future use or nonuse of the Property (including, without limitation, the handling, transportation, manufacture, storage, use, treatment, disposal or discharge of Hazardous Materials); (h) the effect on the Property of pending, current and future entitlements; or (i) the number, type or nature of any conditions or restrictions that may be placed on the Property by any governmental authorities.

3. Release. As of the date of this Grant Deed, Grantee, for itself and its successors and assigns (Grantee and its successors and assigns being referred to in this Section 3 collectively as “**Releasing Parties**”) hereby fully and forever releases and discharges Grantor, the Nonrecourse Parties (as defined below in Section 5) and their affiliates and each of their respective agents, directors, shareholders, partners, employees, officers, representatives, attorneys, successors and assigns (collectively, the “**Released Parties**”) of and from any and all past, present and future claims, damages, losses, warranties (express or implied), debts, liabilities, obligations, costs, expenses, demands and causes of action of any kind or nature, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, matured or unmatured (collectively, “**Claims**”) that the Releasing Parties or any of them have or may have or may claim to have in any way arising out of, related to or connected with (a) any latent or patent defect in the applicable the Property, (b) the presence, removal or other remediation of Hazardous Materials within, under or upon, or in the vicinity of, the Property, or (c) the condition of the Property, topography and geology of the Property, drainage, condition of the soil and groundwater of the Property, climate, air, condition of title to the

Property, compliance of the Property and its use with applicable laws, compliance of the Property with covenants, conditions and restrictions (whether or not recorded), dimensions of and availability and capacity of utilities and sanitary facilities (including, without limitation, water and sewer connections) for the Property, suitability of the Property for intended use, feasibility of use of the Property, the impact and consequences of the development of the Property on the environment and on archeological and historical resources, zoning, any applicable pending, current or future entitlements for the Property and the availability of entitlements from the governmental authorities. Subject to the foregoing, Grantee hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, set forth below:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Grantee hereby waives the provisions of California Civil Code Section 1542 in connection with the matters which are the subject of the foregoing release and discharge. This Section 3 is made for the purpose of defining and setting forth certain rights and obligations of the Released Parties and Grantee. It is made for the sole protection of the Released Parties and Grantee, and the Released Parties' and Grantee's permitted successors and assigns.

4. Exculpation of Nonrecourse Parties. No Nonrecourse Party shall be liable in any manner or to any extent under or in connection with this Grant Deed or the Property, and neither Grantee nor any successor, assignee, partners, officer, director or employee of Grantee shall have any recourse to any assets of a Nonrecourse Party other than such party's interest (if any) in Grantor to satisfy any liability, judgment or claim that may be obtained or made against any such Nonrecourse Party under this Grant Deed or in enforcement of any claims arising hereunder or related to this Grant Deed or the Property, and waives any claim against each of the Nonrecourse Parties, irrespective of the compliance or noncompliance now or in the future with any requirements relating to the limitation of liability of members or managers of a limited liability company, shareholders, officers or directors of a corporation, general partners of a general partnership or limited partners of a limited partnership. The limitation of liability provided in this Section 4 is in addition to, and not in limitation of, any limitation on liability applicable to a Nonrecourse Party provided by law or by this Grant Deed or any other contract, agreement or instrument.

5. Defined Terms. The following terms used in this Grant Deed are defined as follows:

(a) The term “**Hazardous Materials**” means (i) any “hazardous substance” as defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time [42 U.S.C. §§ 9601 *et seq.*]; (ii) petroleum and petroleum products (including, without limitation, crude oil, natural gas, natural gas liquids, liquefied natural gas and synthetic gas); (iii) polychlorinated biphenyls (PCBs); (iv) asbestos; (v) urea formaldehyde; (vi) radon gas; and (vii) any additional substances, materials or waste

which are classified or considered to be hazardous or toxic under the laws of California or any other applicable laws.

(b) The term “*Nonrecourse Parties*” means collectively, Whitney Ranch Venture, LLC, a Delaware limited liability company, Institutional Housing Partners III L.P., a California limited partnership, IHP Capital Partners, a California corporation, The State of California Public Employees’ Retirement System and any direct or indirect partner, shareholder, member, manager, officer, director, trustee, agent or employee of Grantor or any of the foregoing named entities.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MAIL TAX STATEMENT TO: SAME AS ABOVE

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed. This Deed may be executed in counterparts, and all counterparts shall be deemed to be one original.

Dated: February 27, 2018

SUNSET RANCHOS INVESTORS, LLC,
a Delaware limited liability company

By: Whitney Ranch Venture, LLC,
a Delaware limited liability company
Its sole Member

By: Institutional Housing Partners III L.P.,
a California limited partnership
Its Manager

By: IHP Capital Partners,
a California corporation
Its General Partner

By: _____
Its: _____

By: _____
Its: _____

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated February 27, 2018, from Sunset Ranchos Investors, LLC, to City of Rocklin, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Rocklin pursuant to authority conferred by Resolution No. 2018-___ of the City Council of the City of Rocklin adopted on February 27, 2018, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: February 27, 2018

CITY OF ROCKLIN

By: _____
Ricky A. Horst, City Manager

Attest:

By: _____
Barbara Ivanusich, City Clerk

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

State of California)
)
County of _____)

On _____, before me, _____,
Date Here Insert Name And Title Of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

WEST\278983950.1
356249-000001

Acknowledgment Page to Grant Deed

Exhibit 1

Legal Description of Property

For APN/Parcel ID(s): 017-081-079-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Area M, as shown on the Map entitled "Whitney Ranch Large Lot Subdivision" filed for record in the office of the County Recorder of Placer County, California October 6, 2004, in Book Z of Maps, at Page 94.

Excepting therefrom all that portion conveyed to the City of Rocklin in that certain Grant Deed recorded May 28, 2014, Instrument No. 2014-0034877, of Official Records.

Exhibit 1 to Grant Deed

EXHIBIT B

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL THIS DEED AND TAX
STATEMENTS TO:

Evergreen/Rocklin Land Joint Venture
Attention: _____
Allegiant Development Company
2484 Natomas Park Drive, Suite 101
Sacramento, CA 95833

(Above Space for Recorder’s Use Only)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

- This transfer is exempt from the documentary transfer tax.
- The documentary transfer tax is \$_____** and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in the **City of Rocklin**.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF ROCKLIN, a municipal corporation (“**Grantor**”), hereby GRANTS to EVERGREEN/ROCKLIN LAND JOINT VENTURE, a California general partnership (“**Grantee**”), that certain real property (“**Property**”) located in the County of Placer, State of California, and more particularly described in Exhibit 1, attached to and incorporated into this Grant Deed by this reference, SUBJECT TO (a) real property taxes and assessments not delinquent, (b) matters of title of record, (c) matters of title not of record (including, without limitation, those which are apparent or ascertainable by an inspection or survey of the Property) and (d) matters affecting the condition of title to the Property suffered or created by or with the written consent of Grantee.

The implied covenants set forth in Section 1113 of the California Civil Code are expressly disclaimed by Grantor and restrained, except that Grantor covenants that previous to the time of the execution of this Grant Deed, Grantor has not conveyed the same estate conveyed by this Grant Deed to any person or entity other than Grantee.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that Grantee, by its acceptance of this Grant Deed, and as part of its consideration for the conveyance made herein, covenants and promises for itself, its successors and assigns, forever, that this Grant Deed is made and accepted upon each of the following covenants, conditions, and

restrictions which shall be binding upon and enforceable against Grantee, its successors and assigns, in perpetuity, by Grantor and other interested parties, as maybe allowed by law; that the covenants, conditions, and restrictions set forth herein area binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions and restrictions in subsequent conveyances of the Property or portions thereof will not abrogate the status of these covenants, conditions and restrictions as binding upon the Grantor and Grantee, their successors and assigns:

1. As-Is Condition. Grantee acknowledges and agrees that: (a) Grantee will accept the Property “as is” in its condition existing as of the date of this Grant Deed (including, without limitation, subject to all latent and patent defects and the presence of any and all Hazardous Materials (as defined below in Section 5)) and based on its own inspection, investigation and evaluation; (b) neither Grantor nor any agent or other representative of Grantor has made any representation or warranty, express, implied or statutory, concerning the Property or which induced Grantee to execute this Grant Deed and no such agent or representative is authorized to make any such representation or warranty; and (c) all such representations and warranties are expressly disclaimed by Grantor.

2. No Liability. Without limiting the generality of the foregoing, Grantee agrees that Grantor shall not have any liability, obligation or responsibility of any kind with regard to: (a) the content or accuracy of any appraisal, study, cost estimate, survey, report, opinion or conclusion of any engineer or other person with respect to the Property; (b) the availability, validity or enforceability of entitlements for the Property, whether pending, currently existing or existing in the future; (c) the capacity or availability of sewer, water or other utility connections to the Property; (d) the content or accuracy of any material given to Grantee by Grantor or reviewed by Grantee with respect to the Property; (e) the condition of the Property (including, without limitation, the presence of Hazardous Materials within, under or upon, or in the vicinity of, the Property); (f) the condition of the soil and groundwater of the Property; (g) the past, current or future use or nonuse of the Property (including, without limitation, the handling, transportation, manufacture, storage, use, treatment, disposal or discharge of Hazardous Materials); (h) the effect on the Property of pending, current and future entitlements; or (i) the number, type or nature of any conditions or restrictions that may be placed on the Property by any governmental authorities.

3. Release. As of the date of this Grant Deed, Grantee, for itself and its successors and assigns (Grantee and its successors and assigns being referred to in this Section 3 collectively as “**Releasing Parties**”) hereby fully and forever releases and discharges Grantor, the Nonrecourse Parties (as defined below in Section 5) and their affiliates and each of their respective agents, directors, shareholders, partners, employees, officers, representatives, attorneys, successors and assigns (collectively, the “**Released Parties**”) of and from any and all past, present and future claims, damages, losses, warranties (express or implied), debts, liabilities, obligations, costs, expenses, demands and causes of action of any kind or nature, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, matured or unmatured (collectively, “**Claims**”) that the Releasing Parties or any of them have or may have or may claim to have in any way arising out of, related to or connected with (a) any latent or patent defect in the applicable the Property, (b) the presence, removal or other remediation of Hazardous Materials within, under or upon, or in the vicinity of, the

Property, or (c) the condition of the Property, topography and geology of the Property, drainage, condition of the soil and groundwater of the Property, climate, air, condition of title to the Property, compliance of the Property and its use with applicable laws, compliance of the Property with covenants, conditions and restrictions (whether or not recorded), dimensions of and availability and capacity of utilities and sanitary facilities (including, without limitation, water and sewer connections) for the Property, suitability of the Property for intended use, feasibility of use of the Property, the impact and consequences of the development of the Property on the environment and on archeological and historical resources, zoning, any applicable pending, current or future entitlements for the Property and the availability of entitlements from the governmental authorities. Subject to the foregoing, Grantee hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, set forth below:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Grantee hereby waives the provisions of California Civil Code Section 1542 in connection with the matters which are the subject of the foregoing release and discharge. This Section 3 is made for the purpose of defining and setting forth certain rights and obligations of the Released Parties and Grantee. It is made for the sole protection of the Released Parties and Grantee, and the Released Parties' and Grantee's permitted successors and assigns.

4. Exculpation of Nonrecourse Parties. No Nonrecourse Party shall be liable in any manner or to any extent under or in connection with this Grant Deed or the Property, and neither Grantee nor any successor, assignee, partners, officer, director or employee of Grantee shall have any recourse to any assets of a Nonrecourse Party other than such party's interest (if any) in Grantor to satisfy any liability, judgment or claim that may be obtained or made against any such Nonrecourse Party under this Grant Deed or in enforcement of any claims arising hereunder or related to this Grant Deed or the Property, and waives any claim against each of the Nonrecourse Parties, irrespective of the compliance or noncompliance now or in the future with any requirements relating to the limitation of liability of members or managers of a limited liability company, shareholders, officers or directors of a corporation, general partners of a general partnership or limited partners of a limited partnership. The limitation of liability provided in this Section 4 is in addition to, and not in limitation of, any limitation on liability applicable to a Nonrecourse Party provided by law or by this Grant Deed or any other contract, agreement or instrument.

5. Defined Terms. The following terms used in this Grant Deed are defined as follows:

(a) The term “**Hazardous Materials**” means (i) any “hazardous substance” as defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time [42 U.S.C. §§ 9601 *et seq.*]; (ii) petroleum and petroleum products (including, without limitation, crude oil, natural gas, natural gas liquids, liquefied natural gas and synthetic gas); (iii) polychlorinated biphenyls (PCBs); (iv) asbestos;

(v) urea formaldehyde; (vi) radon gas; and (vii) any additional substances, materials or waste which are classified or considered to be hazardous or toxic under the laws of California or any other applicable laws.

(b) The term “*Nonrecourse Parties*” means collectively, Whitney Ranch Venture, LLC, a Delaware limited liability company, Institutional Housing Partners III L.P., a California limited partnership, IHP Capital Partners, a California corporation, The State of California Public Employees’ Retirement System and any direct or indirect partner, shareholder, member, manager, officer, director, trustee, agent or employee of Grantor or any of the foregoing named entities.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MAIL TAX STATEMENT TO: SAME AS ABOVE

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed. This Deed may be executed in counterparts, and all counterparts shall be deemed to be one original.

Dated: February 27, 2018

CITY OF ROCKLIN,
a municipal corporation

By: _____
Ricky A. Horst, City Manager

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

State of California)
)
County of _____)

On _____, before me, _____,
Date Here Insert Name And Title Of the Officer
personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

Exhibit 1Legal Description of Property

For APN/Parcel ID(s): 017-081-079-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Area M, as shown on the Map entitled “Whitney Ranch Large Lot Subdivision” filed for record in the office of the County Recorder of Placer County, California October 2, 2004, in Book Z of Maps, at Page 94.

Excepting therefrom all that portion conveyed to the City of Rocklin in that certain Grant Deed recorded May 28, 2014, Instrument No. 2014-0034877, of Official Records.

Exhibit 1 to Grant Deed



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Amending Resolution 2016-93 and Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act

Submitted by: Michael Green, Human Resources Manager
Kimberly Sarkovich, Assistant City Manager/CFO

Date: February 27, 2018

Department: Administrative Services

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin Amending Resolution 2016-93 and Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act.

BACKGROUND:

The City of Rocklin and the Rocklin Firefighter's Union (RFF) Local 3847 reached an agreement on a new contract per Resolution No. 2017-279 that became effective on January 1, 2018. Per Article 20.III.B. of the MOU, the RFF and the City agreed to rescind the vesting schedule for retiree health benefits adopted by the City by Resolution No. 2003-91, in exchange for the City increasing the monthly contribution towards health care for Fire employees from \$1,093 per month to \$1,200 per month effective July 1, 2018. The City is required to submit to CalPERS a resolution indicating the amount that the City will contribute towards the premiums for medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA) for employees and annuitants.

CONCLUSION & RECOMMENDATION:

Conclusion:

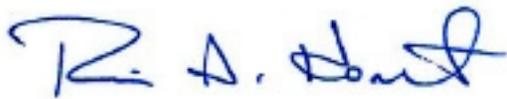
This resolution reflects that the City of Rocklin monthly contribution towards the cost for health insurance for current Fire employees and annuitants will increase from \$1,093 to \$1,200 effective July 1, 2018.

Recommendation:

Staff recommends Approving the Resolution of the City Council of the City of Rocklin Amending Resolution 2016-93 and Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act.

Fiscal Impact:

The increase to the health care contribution for Fire employees will be absorbed into the existing 2017-18 budget



Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

RESOLUTION NO. 2018-XXX

RESOLUTION OF THE CITY COUNCIL
 OF THE CITY OF ROCKLIN AMENDING RESOLUTION 2016-93
 AND FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND
 ANNUITANTS UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

WHEREAS, The City of Rocklin is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the Act”); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

Now, therefore, the City Council of the City of Rocklin does resolve as follows:

Section 1. Resolution No. 2016-93 is hereby amended:

Section 2. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan, up to a maximum of:

Medical Group	Monthly Employer Contribution
001 MANAGEMENT	No Change
002 CONFIDENTIAL	No Change
003 PUBLIC SERVICE (MISC.)	No Change
004 POLICE	No Change
005 FIRE	\$1,200.00
006 HOURLY	No Change
008 UNREPRESENTED	No Change
014 PUBLIC SAFETY MANAGERS	No Change

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

Section 3. That the City of Rocklin has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further resolved

Section 4. That the participation of the employees and annuitants of City of Rocklin shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Rocklin would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

Section 5. That the executive body appoint and direct, and it does hereby appoint and direct, the Assistant City Manager/Chief Financial Officer to file with the Board a verified copy of this resolution, and to perform on behalf of City of Rocklin all functions required of it under the Act.

Section 6. That coverage under the Act be effective on July 1, 2018.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin in the City of Rocklin, California on this 27th day of February, 2018 by the following roll call vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers:
- ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Electing to Rescind Health Benefit Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act With Respect to a Recognized Employee Organization

Submitted by: Michael Green, Human Resources Manager **Date:** February 27, 2018
 Kimberly Sarkovich, Assistant City Manager/CFO

Department: Administrative Services

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin Electing to Rescind Health Benefit Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act With Respect to a Recognized Employee Organization

BACKGROUND:

The City of Rocklin and the Rocklin Firefighter's Union (RFF) Local 3847 reached an agreement on a new contract per Resolution NO. 2017-279 that became effective on January 1, 2018. Per Article 24 of the MOU, titled Retiree Health Benefits, the RFF and the City agreed to rescind the vesting schedule for retiree health benefits adopted by the City by Resolution No. 2003-91, in exchange for the City increasing the monthly contribution towards health care for Fire employees from \$1,093 per month to \$1,200 per month effective July 1, 2018. This Resolution will amend the contract to rescind the vesting schedule for all employees in Rocklin Firefighter's Union Local 3847. The City is required to submit to CalPERS a resolution indicating the amounts that the City will contribute towards the premiums for medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

CONCLUSION & RECOMMENDATION:

Conclusion:

This resolution rescinds the health benefit vesting under Section 22893 of PEMHCA for all employees in Rocklin Firefighter's Union Local 3847.

Recommendation:

Staff recommends approving the Resolution of the City Council of the City of Rocklin Electing to Rescind Health Benefit Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act With Respect to a Recognized Employee Organization.

Fiscal Impact:

This will result in no fiscal impact to the total compensation budget.



Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

RESOLUTION NO. 2018-XXX

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
ELECTING TO RESCIND HEALTH BENEFIT VESTING
UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A
RECOGNIZED EMPLOYEE ORGANIZATION

WHEREAS, City of Rocklin is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the Act") for participation by members of 005 Fire and

WHEREAS, City of Rocklin is a contracting agency that has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

Now, therefore, the City Council of the City of Rocklin does resolve as follows:

Section 1. City of Rocklin elects to rescind postretirement health benefits vesting requirements; and be it further

Section 2. That employees first hired on or after May 1, 2003 will no longer be subject to vesting as established by Resolution 2003-91 and be it further

Section 3. City of Rocklin has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

Section 4. That the participation of the employees and annuitants of City of Rocklin shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Rocklin would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further,

Section 5. That the executive body appoint and direct, and it does hereby appoint and direct, the Assistant City Manager/Chief Financial Officer to file with the Board a verified copy of this resolution, and to perform on behalf of City of Rocklin all functions required of it under the Act.

Section 6. That coverage under the Act be effective on July 1, 2018.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin in the City of Rocklin, California on this 27th day of February, 2018 by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: Deer Creek Park Property Donation

Submitted by: Sarah Novo

Date: February 27, 2018

Department: Parks & Recreation

Staff Recommendation: It is recommended that that City Council of the City of Rocklin approve the following resolutions:

- Resolution of the City Council of the City of Rocklin Approving Agreement for Dedication of Land (Deer Creek Park).
- Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute an Amendment to Reciprocal Parking & Access Easement and Maintenance Agreement.
- Resolution formally adopting this dedicated land as park space and approving the name “Deer Creek” park

BACKGROUND: The land commonly referred to as Deer Creek Park faces Pacific St., just North of Farron St. and West of the railroad tracks, and includes a large quarry and variety of rock outcroppings which are currently privately owned. This parcel initially came to the attention of the Code Compliance division by way of a report of blighted conditions, graffiti and a homeless encampment on site. In response to the reported concern, Code Compliance initiated conversation with the property owner to determine a timeline for the abatement of graffiti and the removal of an accumulation of trash and debris. Through extensive conversations with the property owner, it was determined that the owners of record were unaware of their stake in this property and were under the impression that their property only included the adjoining Good Year Tire building and surrounding parking lot. The property owners and staff conducted substantial research into the boundary lines with the result being that the Good Year parcel extends to meet the property line of the neighboring Reibes Auto Parts lot, thus encompassing the area known as Deer Creek Park.

The property owner has since decided to survey the land and perform a lot line adjustment; formally separating the Deer Creek Park from the Good Year Tire lot. During this process, the owner has also shared their intention of donating this space to the City as park land. The Deer Creek Park site includes a myriad of boulders tucked inside a grove of oak trees, and features a large quarry, which according to historic documents, is known as ‘Brigham and Hawes’ and may have been Rocklin’s first quarry opened in 1861. Stone from the Brigham and Hawes Quarry was used in construction work on

the Southern (then Central) Pacific Railroad and also helped to construct the State Capitol at Sacramento. After changing hands several times, this property came into possession of Degan & Brady, who removed stone from the quarry for the construction of Hibernia Bank and the Crocker Building in San Francisco, CA.* (* Historical information furnished by A. W. Grindell of Rocklin.)

Years later and immediately South of the quarry, Gene and Pete Geick operated the Deer Creek Lumber Company for many years until it closed approximately 10 years ago. The Geick family owned property and a source of lumber for their business on Deer Creek - a stream in Nevada County, CA. which serves as the namesake for both the Deer Creek Lumber Yard and the adjoining park.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- **History** - This property offers a snapshot of the history of Rocklin quarries to the public for educational purposes as well as enjoyment of natural elements.
- **Unique Amenities** -This property serves as a natural playground as well as a serene nature area for both passive and active outdoor recreational opportunities, and offers unique amenities not captured in Rocklin's existing parks.
- **Donation** - The owner is interested in donating this property to the City.
- **Deer Creek park history** - According to historic documents, this land was known as Brigham and Hawes Quarry and may have been Rocklin's first quarry opened in 1861. Stone from this quarry was used in construction work on the Southern (then Central) Pacific Railroad. Brigham & Hawes operated this same quarry later and took out stone for the State Capitol at Sacramento. This quarry, after changing hands several times, came into possession of Degan & Brady, who removed stone for the construction of Hibernia Bank and the Crocker Building, San Francisco. It was named after Deer Creek in El Dorado County, CA. which was also the namesake for Deer Creek Lumber Company operated just South of the quarry.
- **Site size and features** – This property features 1.059 acres of granite rocks, oak trees and native vegetation.

Recommendations:

- Staff recommends that the City Council adopt resolutions approving the agreement for dedication of land and authorizing the City Manager to execute an amendment to reciprocal parking and access easement and maintenance agreement. Secondly, should Council approve adoption of this park; Staff also recommends the naming of this site Deer Creek Park.

Alternatives:

- The City may choose not to accept this donation, and the property would remain privately owned.

Fiscal Impact: There is no fiscal impact in the purchase of this land, as it is intended to be donated by the current owner. This park will be maintained by park staff providing routine clean up and trash removal. As this park has no routine landscape or irrigation requirement, maintenance related costs are minimal.



Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachments:

- Resolution of the City Council of the City of Rocklin Approving Agreement for Dedication of Land for Park Purposes (Deer Creek Park).
- Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute an Amendment to Reciprocal Parking & Access Easement and Maintenance Agreement.
- Resolution approving the name of Deer Creek Park

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING
AGREEMENT FOR DEDICATION OF LAND
(Deer Creek Park)

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, the Fukushimas are the property owners of certain real property located at 5464 Pacific Street, Rocklin, California, 95677, identified as Placer County Assessor Parcel Number ("APN") 010-191-013, and more particularly designated as Parcel D of Parcel Map filed for record in the Office of the County Recorder of Placer County, California, on December 24, 1992 in Book 27 of Parcel Maps, at page 97, Placer County Records ("Parcel D").

WHEREAS, the Fukushimas desire to gift to the City a portion of Parcel D which is not developable for commercial purposes as it consists of natural unimproved open space that includes natural rock croppings and a historic, abandoned rock quarry pit and is immediately adjacent to a portion of City property currently identified as Deer Creek Park.

WHEREAS, the City desires to accept the gift of a portion of Parcel D which contains approximately 1.059 acres, and which is immediately adjacent to a portion of City Property currently identified as Deer Creek Park, and which dedicated land will become part of the Deer Creek Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves and directs the City Manager to Execute an Agreement for Dedication of Land in substantially the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. Upon satisfaction of all terms and conditions of the Agreement for Dedication of Land and any other requirements, the City of Rocklin hereby accepts the Grant Deed for a portion of Parcel D as further identified in the Agreement for Dedication of Land and authorizes the City Manager to execute a Certificate of Acceptance for said Grant Deed.

Section 3. The City Clerk is directed to record or have recorded the Grant Deed, and all necessary and related documents, in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway , Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

AGREEMENT FOR DEDICATION OF LAND
(Deer Creek Park)

This Agreement for Dedication of Land (“Agreement”) is entered into on _____, between the City of Rocklin, a municipal corporation (“City”), and Hiroshi Fukushima and Dianne Fukushima (“Fukushima”).

RECITALS

A. Fukushima is owner of certain real property located at 5464 Pacific Street, Rocklin, California, 95677, identified as Placer County Assessor Parcel Number (“APN”) 010-191-013, and more particularly designated as Parcel D of Parcel Map filed for record in the Office of the County Recorder of Placer County, California, on December 24, 1992 in Book 27 of Parcel Maps, at page 97, Placer County Records (“Parcel D”).

B. Fukushima desires to gift to the City a portion of Parcel D which is not developable for commercial purposes as it consists of natural unimproved open space that includes natural rock croppings and a historic, abandoned rock quarry pit and is immediately adjacent to a portion of City property currently identified as Deer Creek Park.

C. City desires to accept the gift of a portion of Parcel D which is described in attached **Exhibit A** and depicted in **Exhibit B** (“Transfer Parcel”) which contains approximately 1.059 acres, and which is immediately adjacent to a portion of City Property currently identified as Deer Creek Park.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the parties agree as follows:

1. Recitals Accurate. The recitals set forth above are accurate and are made part of this Agreement for all purposes.
2. Dedication of Transfer Parcel to City. Fukushima agrees to grant to the City of Rocklin, at no cost to the City, the real property identified as the Transfer Parcel as described in Exhibit A by Grant Deed in the form as substantially specified in **Exhibit C** attached hereto. The grant deed for fee acquisition will be recorded following full execution of this Agreement.

- a. **Escrow and related costs.** In the event that City desires that the dedication transfer requires an escrow, City agrees to pay all costs associated with the escrow.
 - b. **Title insurance.** In the event that City desires title insurance on the Transfer Parcel as a condition to acceptance of the dedication of the Transfer Parcel, City agrees to pay all costs associated with obtaining title insurance. Parties acknowledge that City has obtained a Condition of Title Guarantee from Old Republic National Title Insurance Company dated November 27, 2017 Guarantee No. A 04285-CTG-144287 and the parties rely on such Guarantee.
3. Environmental Condition of Transfer Parcel. Fukushima represents and warrants that, to Fukushima's current actual knowledge based upon the reports that exist as of the date of transfer to City, it has no knowledge that any Toxic or Hazardous Substance, as that term is defined in **Exhibit D**, attached hereto and incorporated herein by this reference, exists upon or under the surface of the Transfer Parcel. The parties' rights to indemnification, contribution, or other equitable allocation of liability shall, if required, be determined in accordance with applicable state and federal laws, rules, and regulations. For purposes of this Agreement, "Fukushima's current actual knowledge" means the current actual knowledge of either Hiroshi Fukushima or Dianne Fukushima based upon the reports that exist as of the date of transfer to City.
4. Condition of Title. Title to the Transfer Parcel is acceptable to City as shown in the Condition of Title Guarantee from Old Republic National Title Insurance Company dated November 27, 2017 Guarantee No. A 04285-CTG-144287 (the "Title Guarantee"), a copy of which is attached hereto as **Exhibit E**, and is incorporated herein by this reference, except the following conditions must be removed prior to acceptance of the Transfer Parcel by City:
 - a. Exception 12: The Transfer Parcel must be removed from any and all obligations due to the Reciprocal Parking & Access Easement and Maintenance Agreement dated December 10, 1992 ("1992 Agreement") recorded as 92-098500 on December 24, 1992 in the Official Records County of Placer.
 - b. Exception 13: The Transfer Parcel must be removed from any and all obligations due to the Declaration of Covenants, Conditions and Restrictions dated December 10, 1992 ("1992 CCRs") recorded as 93-001689 on January 8, 1993 in the Official Records County of Placer.
5. Payment of Prorated Property Taxes, Fees, Assessments. All property related taxes, fees or assessments shall be current and paid in full by Fukushima prior

to the transfer of the Transfer Parcel to the City. Fukushima shall be responsible for and pay any and all property related taxes, fees and assessments associated with the Transfer Parcel through the date that this Agreement is signed by all parties. The City shall be responsible for and pay any and all property related taxes, fees and assessments associated with the Transfer Parcel after the date that this Agreement is signed by all parties. In the event that the parties become aware of any property related taxes, fees or assessment liability or credit associated with the Transfer Parcel, City and Fukushima shall make the necessary payments or reimbursements to the respective parties based on this provision.

6. Miscellaneous Provisions

- a. **Entire agreement.** The parties acknowledge and represent that this is the entire agreement among the parties related to this matter and there are no other agreements, requirements, or conditions between the parties related to the transfer of Parcel D to the City as a gift from Fukushima to City.
- b. **Time of Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.
- c. **Construction.** The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, and recitals shall, unless otherwise stated, refer to the Sections and Recitals of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared the agreement.
- d. **Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parole agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.
- e. **Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

Fukushima

Hiroshi Fukushima

Dated:

Dianne Fukushima

Dated:

City of Rocklin

Ricky A. Horst, City Manager

Dated:

APPROVED AS TO FORM:

Steven P. Rudolph, City Attorney

ATTEST:

Barbara Ivanusich, City Clerk

Exhibit A

Legal Description of Transfer Parcel

All that portion of Parcel 'D' as shown on the Parcel Map filed in Book 27 of Parcel Maps, Page 97 in the office of the Placer County Recorder, and being in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 11 North, Range 7 East, M.D.M., City of Rocklin, County of Placer, State of California, described as follows:

All that portion of said Parcel 'D' lying northerly of a line that is parallel to and 7.50 feet northerly of the northerly line of Parcel "C" of said Parcel Map. Said line being extended to the northwesterly and southeasterly boundary lines of said parcel 'D'.

Containing 1.059 acres, more or less.

Exhibit B

Diagram of Transfer Parcel

Exhibit C

Grant Deed

Exhibit D

PROVISIONS RELATING TO TOXIC OR HAZARDOUS SUBSTANCES

As used herein, the term "Hazardous Substances" means:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant under any Environmental Law, as defined below;

(b) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the Environmental Protection Agency, or any successor agency, as hazardous substances [40 CFR Part302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; and

- (d) Any material, waste, or substance that is
- i) a petroleum or refined petroleum product,
 - ii) asbestos,
 - iii) polychlorinated biphenyl,
 - iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,
 - v) a flammable explosive, or
 - vi) a radioactive material

Exhibit E

Title Guarantee

EXHIBIT A

AGREEMENT FOR DEDICATION OF LAND
(Deer Creek Park)

This Agreement for Dedication of Land ("Agreement") is entered into on DEC. 12, 2017 between the City of Rocklin, a municipal corporation ("City"), and Hiroshi Fukushima and Dianne Fukushima ("Fukushima").

RECITALS

A. Fukushima is owner of certain real property located at 5464 Pacific Street, Rocklin, California, 95677, identified as Placer County Assessor Parcel Number ("APN") 010-191-013, and more particularly designated as Parcel D of Parcel Map filed for record in the Office of the County Recorder of Placer County, California, on December 24, 1992 in Book 27 of Parcel Maps, at page 97, Placer County Records ("Parcel D").

B. Fukushima desires to gift to the City a portion of Parcel D which is not developable for commercial purposes as it consists of natural unimproved open space that includes natural rock croppings and a historic, abandoned rock quarry pit and is immediately adjacent to a portion of City property currently identified as Deer Creek Park.

C. City desires to accept the gift of a portion of Parcel D which is described in attached Exhibit A and depicted in Exhibit B ("Transfer Parcel") which contains approximately 1.059 acres, and which is immediately adjacent to a portion of City Property currently identified as Deer Creek Park.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the parties agree as follows:

1. Recitals Accurate. The recitals set forth above are accurate and are made part of this Agreement for all purposes.
2. Dedication of Transfer Parcel to City. Fukushima agrees to grant to the City of Rocklin, at no cost to the City, the real property identified as the Transfer Parcel as described in Exhibit A by Grant Deed in the form as substantially specified in Exhibit C attached hereto. The grant deed for fee acquisition will be recorded following full execution of this Agreement.

- a. **Escrow and related costs.** In the event that City desires that the dedication transfer requires an escrow, City agrees to pay all costs associated with the escrow.
 - b. **Title insurance.** In the event that City desires title insurance on the Transfer Parcel as a condition to acceptance of the dedication of the Transfer Parcel, City agrees to pay all costs associated with obtaining title insurance. Parties acknowledge that City has obtained a Condition of Title Guarantee from Old Republic National Title Insurance Company dated November 27, 2017 Guarantee No. A 04285-CTG-144287 and the parties rely on such Guarantee.
- 3. **Environmental Condition of Transfer Parcel.** Fukushima represents and warrants that, to Fukushima's current actual knowledge based upon the reports that exist as of the date of transfer to City, it has no knowledge that any Toxic or Hazardous Substance, as that term is defined in **Exhibit D**, attached hereto and incorporated herein by this reference, exists upon or under the surface of the Transfer Parcel. The parties' rights to indemnification, contribution, or other equitable allocation of liability shall, if required, be determined in accordance with applicable state and federal laws, rules, and regulations. For purposes of this Agreement, "Fukushima's current actual knowledge" means the current actual knowledge of either Hiroshi Fukushima or Dianne Fukushima based upon the reports that exist as of the date of transfer to City.
- 4. **Condition of Title.** Title to the Transfer Parcel is acceptable to City as shown in the Condition of Title Guarantee from Old Republic National Title Insurance Company dated November 27, 2017 Guarantee No. A 04285-CTG-144287 (the "Title Guarantee"), a copy of which is attached hereto as **Exhibit E**, and is incorporated herein by this reference, except the following conditions must be removed prior to acceptance of the Transfer Parcel by City:
 - a. Exception 12: The Transfer Parcel must be removed from any and all obligations due to the Reciprocal Parking & Access Easement and Maintenance Agreement dated December 10, 1992 ("1992 Agreement") recorded as 92-098500 on December 24, 1992 in the Official Records County of Placer.
 - b. Exception 13: The Transfer Parcel must be removed from any and all obligations due to the Declaration of Covenants, Conditions and Restrictions dated December 10, 1992 ("1992 CCRs") recorded as 93-001689 on January 8, 1993 in the Official Records County of Placer.
- 5. **Payment of Prorated Property Taxes, Fees, Assessments.** All property related taxes, fees or assessments shall be current and paid in full by Fukushima prior

to the transfer of the Transfer Parcel to the City. Fukushima shall be responsible for and pay any and all property related taxes, fees and assessments associated with the Transfer Parcel through the date that this Agreement is signed by all parties. The City shall be responsible for and pay any and all property related taxes, fees and assessments associated with the Transfer Parcel after the date that this Agreement is signed by all parties. In the event that the parties become aware of any property related taxes, fees or assessment liability or credit associated with the Transfer Parcel, City and Fukushima shall make the necessary payments or reimbursements to the respective parties based on this provision.

6. Miscellaneous Provisions

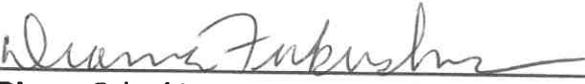
- a. **Entire agreement.** The parties acknowledge and represent that this is the entire agreement among the parties related to this matter and there are no other agreements, requirements, or conditions between the parties related to the transfer of Parcel D to the City as a gift from Fukushima to City.
- b. **Time of Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.
- c. **Construction.** The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, and recitals shall, unless otherwise stated, refer to the Sections and Recitals of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared the agreement.
- d. **Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parole agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.
- e. **Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

Fukushima



Hiroshi Fukushima

12.12-17
Dated:



Dianne Fukushima

12-12-17
Dated:

City of Rocklin

Ricky A. Horst, City Manager

Dated:

APPROVED AS TO FORM:

Steven P. Rudolph, City Attorney

ATTEST:

Barbara Ivanusich, City Clerk

Exhibit A**Legal Description of Transfer Parcel**

All that portion of Parcel 'D' as shown on the Parcel Map filed in Book 27 of Parcel Maps, Page 97 in the office of the Placer County Recorder, and being in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 11 North, Range 7 East, M.D.M., City of Rocklin, County of Placer, State of California, described as follows:

All that portion of said Parcel 'D' lying northerly of a line that is parallel to and 7.50 feet northerly of the northerly line of Parcel "C" of said Parcel Map. Said line being extended to the northwesterly and southeasterly boundary lines of said parcel 'D'.

Containing 1.059 acres, more or less.

Exhibit B

Diagram of Transfer Parcel

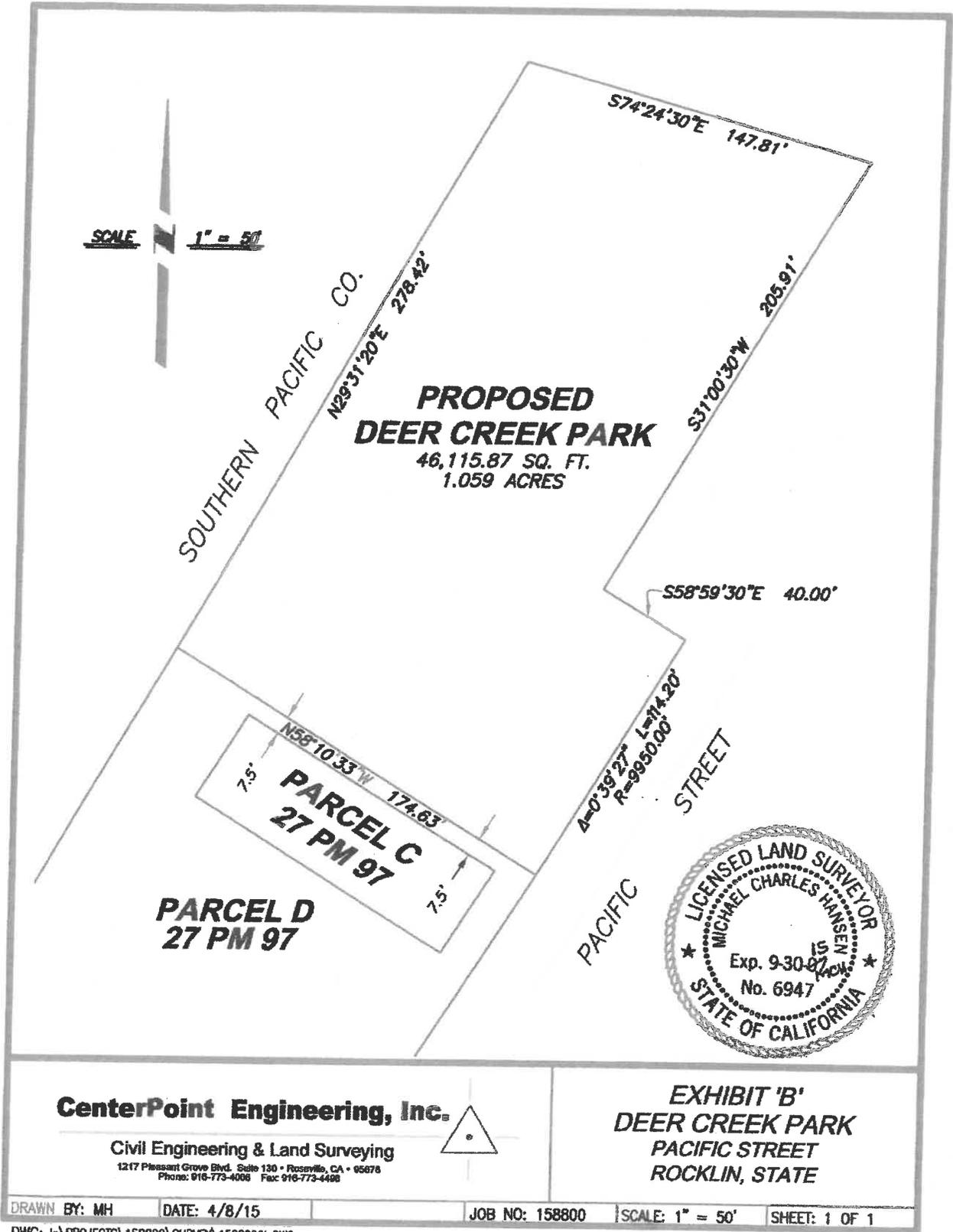


Exhibit C
Grant Deed

Page 1 of Exhibit C
to Agreement for Dedication of Land
Reso. No. 2018-

Recording requested by and)
when recorded, please return to:)
)
No Fee Pursuant to Gov. Code § 27383)
)
City of Rocklin)
3970 Rocklin Road)
Rocklin, CA 95677)
)

No Documentary Transfer Tax Pursuant to
Rev. & Tax Code § 11922

Portion of APN: 010-191-013

GRANT DEED

FOR NO CONSIDERATION,

Hiroshi Fukushima and Dianne Fukushima, husband and wife,

hereby GRANTS and DEDICATES IN FEE to the CITY OF ROCKLIN, a municipal corporation,

the real property located in the City of Rocklin, County of Placer, State of California, described in Exhibit "A" and as shown on Exhibit "B" attached hereto and by reference made a part hereof.


Hiroshi Fukushima

Date: 12-12-17


Dianne Fukushima

Date: 12-12-17

Exhibit D

PROVISIONS RELATING TO TOXIC OR HAZARDOUS SUBSTANCES

As used herein, the term "Hazardous Substances" means:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant under any Environmental Law, as defined below;

(b) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the Environmental Protection Agency, or any successor agency, as hazardous substances [40 CFR Part302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; and

(d) Any material, waste, or substance that is

- i) a petroleum or refined petroleum product,
- ii) asbestos,
- iii) polychlorinated biphenyl,
- iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,
- v) a flammable explosive, or
- vi) a radioactive material

Exhibit E
Title Guarantee

Order No.
1211047803-DC

Ref No.

Guarantee No.
A04285-CTG-144287

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**

GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:

Dated: November 27th, 2017 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By 
Validating Officer

By  President
Attest  Secretary

Schedule A

Order No.	1211047803-DC
Ref. No.	
Guarantee No.	A04285-CTG-144287
Liability	\$ 500.00
Date of Guarantee	November 27th, 2017 at 7:30:00 AM
Fee	\$ 400.00

1. Name of Assured:

City of Rocklin

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is situated in the County of Placer, City of Rocklin, State of California, and is described as follows:

That portion of the Northeast quarter of the Southwest Quarter of Section 19, Township 11 North, Range 7 East, M.D.B. & M., included within the land shown and designated as Parcel D of Parcel Map filed for record in the Office of the County Recorder of Placer County, California on December 24, 1992 in Book 27 of Parcel Maps, at Page 97, Placer County Records.

APN: 010-191-013-000

4. Assurances:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Hiroshi Fukushima and Dianne Fukushima, husband and wife

Schedule B

Order No.	1211047803-DC
Ref. No.	
Guarantee No.	A04285-CTG-144287
Liability	\$ 500.00
Date of Guarantee	November 27th, 2017 at 7:30:00 AM
Fee	\$ 400.00

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

1. Taxes and assessments, general and special, for the fiscal year 2017 - 2018, as follows:

Assessor's Parcel No	:	010-191-013-000	
Code No.	:	004-052	
1st Installment	:	\$0.00 NO RECORD FOUND	NOT Marked Paid
2nd Installment	:	\$0.00 NO RECORD FOUND	NOT Marked Paid
Land Value	:	\$0.00	
Imp. Value	:	\$0.00	

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. Assessments that may be levied by the Placer County Water Agency District. Further information on said assessments may be obtained by contacting said district at (530) 823-4850. Specifically request current and delinquent charges.

4. Assessments that may be levied by the South Placer Municipal Utility District. Further information on said assessments may be obtained by contacting said district at (916) 786-8555. Specifically request current and delinquent charges.

5. The existing of any reversionary interest, possibility of reverter, power of termination, right of first refusal, or similar interest, of the United States of America, or any other person or entity in that portion of the said Land lying within the right of way granted to the Central Pacific Railroad by the United States Government.

6. Any failure to comply with the requirement of approval, consent, exemption or other action by, or notice to or filing with the Surface Transportation Board (STB), or any public utility commission or other similar regulatory authority, relating to the abandonment, cessation of rail operations, or other disposition of that portion of said land lying within the right of way granted to the Central Pacific Railroad by the United States Government.

7. Provisions of Title 43 U.S.C.A. specifically relating to public rights of way or easements acquired over, under or across said Lands.

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
 Granted To : Sunset Telephone and Telegraph
 For : Poles with the necessary wires and fixtures and incidental purposes
 Recorded : July 20, 1904 in Book 86 of Official Records, Page 7
 Affects : May affect a Northwesterly portion of Parcel D. Indefinite as to exact location

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
 Granted To : Central California Electric Company
 For : Pole line and incidental purposes
 Recorded : October 7, 1905 in Book 86 of Official Records, Page 399
 Affects : Indefinite as to exact location

10. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Recorded : November 17, 1938 in Book 390 of Official Records, Page 28

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Public utilities
 Affects : As shown on said Map (Area K)

For : Road Purposes
 Affects : Area "L"

12. Terms and provisions as contained in an instrument,

Entitled : Reciprocal Parking and Access Easement and Maintenance Agreement
 Executed By : Edwin F. Pursell and Willard J. Jones
 Recorded : December 24, 1992 in Official Records under Recorder's Serial Number 92-098500

- 13. Covenants, Conditions and Restrictions which do not contain express provision for forfeiture or reversion of title in the event of violation, but omitting any covenants or restriction if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : January 8, 1993 in Official Records under Recorder's Serial Number 93-001689

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- 14. Terms and provisions as contained in an instrument,

Entitled : Agreement (Flood and Drainage Control)
 Executed By : City of Rocklin and David J. Alexander
 Recorded : October 21, 1993 in Official Records under Recorder's Serial Number 93-078024

- 15. Terms and provisions as contained in an instrument,

Entitled : Agreement for Payment for Street Frontage Improvements (Pacific and Farrow Streets Automotive Center/U-92-10)
 Executed By : City of Rocklin and Rocklin Winsten Joint Venture
 Recorded : November 23, 1993 in Official Records under Recorder's Serial Number 93-087437

- 16. Any unrecorded and subsisting leases.

- 17. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. LIABILITY LIMITED TO THIS GUARANTEE;
GUARANTEE ENTIRE CONTRACT**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.



City Council Report



BACK TO AGENDA

Subject: Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing:

- 1) Request for approval of tax-exempt revenue bonds to be issued by California Public Finance Authority on behalf of Paxion Rocklin AH, LP (Catalyst Housing Group)
- 2) City not responsible for payment of the bonds

Project: **Rocklin Gateway Apartments**

Design Review, DR2016-0010
 General Development Plan, PDG2016-0005
 Rezone, Z2017-0003
 Development Agreement, DA2017-0001
 Oak Tree Preservation Plan Permit, TRE2017-0001

Date: February 27, 2018

Submitted by: Marc Mondell, Economic and Community Development Director
 Bret Finning, Planning Services Manager
 Nathan Anderson, Senior Planner

Department: Economic and Community Development Department Reso. No. 2018-

Staff Recommendation:

- Conduct a public hearing to receive public comments on the issuance of tax-exempt revenue bonds by the California Public Finance Authority to finance the construction of the Rocklin Gateway Apartments by Paxion Rocklin AH, LP (Catalyst Housing Group).
- Adopt the resolution for authorizing the issuance of tax-exempt revenue bonds by California Public Finance Authority.

PROJECT DESCRIPTION:

On June 13, 2017, the City Council approved the Rocklin Gateway Apartments; a multi-entitlement development project allowing for the construction of a 204-unit apartment complex on approximately 7 acres on the northerly corner of the intersection of Pacific Street and Midas Avenue. Prior to approval, the City held and approved a TEFRA hearing on February 28, 2017 for this project. However, due to changes in the financing structure, the Project was delayed and the existing TEFRA Resolution will expire on February 28, 2018. In order to address this change, the applicant has requested approval of a new TEFRA Resolution.

BACKGROUND:

Prior to the issuance of bonds to finance the construction of the Rocklin Gateway Apartments (the "Project"), the Internal Revenue Code requires the City Council of the City of Rocklin (the "City") to conduct a public hearing and adopt a resolution approving the issuance of tax exempt revenue bonds.

The City is being asked to adopt a resolution that would approve the issuance of tax-exempt revenue bonds by the California Public Finance Authority ("CalPFA") in one or more series in a maximum aggregate principal amount of \$45,000,000 (the "Bonds") for the purpose of financing the construction of a 204-unit multifamily housing project located at the northeastern corner of Midas Avenue and Pacific Street; Assessor Parcel Numbers 010-010-016, -017, -028, -029, and 010-040-040, to be developed and owned by Paxion Rocklin AH, LP 9the "Borrower"). A portion of the Project would be developed for affordable housing. The residents of Rocklin benefit from the construction of the Project, as it works to meet the goals of Housing Element.

The City has been requested to conduct a TEFRA public hearing and approve the issuance of the Bonds for purposes of federal law and state law. The Bonds are limited obligations of CalPFA payable solely by the Borrower, and will not be direct obligations of CalPFA, the City or any member of CalPFA.

State law provides the ability for cities and counties to join together under cooperative agreements to form joint powers authorities to issue debt obligations to fund projects that provide a public benefit and serve the needs of residents within the jurisdictions of the participating members. Federal law allows these obligations to be issued on a tax-exempt basis under certain circumstances. Cities and counties in California have the ability to act as issuers of conduit bonds and other obligations, but many jurisdictions utilize joint powers authorities such as CalPFA, primarily for economies of scale and to access specialized transaction knowledge and resources.

CalPFA is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities. The City became a member of CalPFA in February 2017. As a member, CalPFA will provide the City with an annual payment of 10% of the Authority's collected administrative fees.

CalPFA is not permitted to issue bonds or notes for a project without first conducting a public (TEFRA) hearing and obtaining permission from the governing board of the jurisdiction in which the project is located, in this case the City Council of the City of Rocklin.

DISCUSSION:

The financing for the Project involves the issuance of tax-exempt bonds and may be completed through CalPFA if the City approves the financing and joins as a member of CalPFA. The purpose of this TEFRA hearing is to receive public comment and request approval of the financing, as required by the Internal Revenue Code of 1986, as amended. Bond Counsel in this transaction has properly noticed this public hearing and has assisted in the preparation of the attached resolution for approval.

The City is the appropriate entity to conduct a public hearing and approve the issuance of the Bonds and the use of the proceeds of the Bonds pursuant to Section 147(f) of the Internal Revenue Code before the Bonds can be issued as tax-exempt obligations. In this case, the Borrower applied to CalPFA for the financing, and therefore CalPFA now seeks approval of the City Council on behalf of the Project.

The bonds will be issued in an amount not to exceed \$45,000,000. The source of repayment of the Bonds will be limited to payments made by the Borrower to CalPFA. Neither the City, the County, nor the State is liable in any way for repayment of the Bonds.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:**Findings:**

- The Rocklin Gateway Project (formerly ZL Rocklin) is an ongoing development project to construct a 204-unit multifamily rental housing project at 4750 Pacific Street. The project was approved by the City Council on June 13, 2017.
- The project developer, Catalyst Housing Group, has requested that the California Public Finance Authority participate in the issuance of one or more series of revenue bonds, in an aggregate principal amount not to exceed \$45,000,000, for the acquisition, construction, improvement and equipping of the Rocklin Gateway Project.
- Pursuant to Section 147(f) of the Internal Revenue Code of 1986, the issuance of the Bonds by the CalPFA must be approved by the City through a properly-noticed public hearing process.
- The City held and approved a TEFRA hearing on February 28, 2017 for this Project. Due to changes in the financing structure, the Project was delayed and the existing TEFRA Resolution will expire on February 28, 2018.

Conclusions:

- The actions of the City Council in holding this public hearing and approving this Resolution do not obligate the City in any manner for payment of the principal, interest, fees, or any other costs associated with the issuance of the Bonds.
- As a member of CalPFA, the Authority would provide the City with an annual payment of 10% of the Authority's collected administrative fees.

Recommendations:

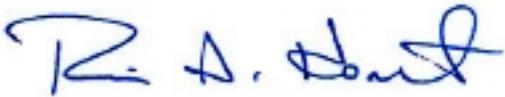
- Staff recommends approval of a Resolution approving the issuance by the California Public Finance Authority of multifamily housing revenue bonds in an aggregate principal amount not to exceed \$45,000,000 for the purpose of financing or refinancing the acquisition and construction of Rocklin Gateway Apartments and certain other matters relating thereto.

Alternatives:

- The Council may choose not to approve the Resolution. This would prohibit the Project from qualifying for the bonds.

Fiscal Impact:

- There is no fiscal impact to the City of Rocklin for conducting a public hearing and adopting a resolution for the issuance of tax-exempt revenue bonds by California Public Finance Authority.
- As a member of CalPFA, the Authority would provide the City with an annual payment of 10% of the Authority's collected administrative fees. This amounts to approximately \$2,250 per year, which would decrease as the bonds are paid.



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency



BACK TO AGENDA

RESOLUTION NO. 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
 APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY
 OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL
 AMOUNT NOT TO EXCEED \$45,000,000 FOR THE PURPOSE OF FINANCING OR
 REFINANCING THE ACQUISITION AND CONSTRUCTION OF ROCKLIN GATEWAY
 APARTMENTS (CATALYST HOUSING GROUP) AND CERTAIN OTHER MATTERS
 RELATING THERETO

WHEREAS, Paxion Rocklin AH, LP (the "Borrower") is a partnership created by Catalyst Housing Group (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$45,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 204-unit multifamily rental housing project located at 4750 Pacific Street, Rocklin, California, generally known as Rocklin Gateway Apartments (the "Project") and operated by Avenue5 Residential; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the City of Rocklin (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 12 of the Joint Exercise of Powers Agreement Relating to the California Public Finance Authority, dated as of May 12, 2015 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the City Council understands that its actions in holding this public hearing and in approving this Resolution do not obligate the City in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said City Council expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rocklin as follows:

Section 1. The City Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 12 of the Agreement.

Section 2. The officers of the City Council are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The City Council expressly conditions its approval of this Resolution on its understanding that the City shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on this 27th day of November, 2018, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers

Kenneth Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



City Council Report



BACK TO AGENDA

Subject: Vista Oaks / Highlands Parcel A
 Vista Oaks: SD-2001-04, TRE-2001-30
 Highlands Parcel A: SD-2003-05, TRE-2003-33

Date: February 27, 2018

Submitted by: Marc Mondell, Economic and Community Development Director
 Bret Finning, Manager Planning Services
 Shauna Nauman, Assistant Planner

Department: Economic and Community Development Department

Proposal/Application Request

This application is a request for approval of a two-year extension of time for two previously approved projects:

- Vista Oaks (Resolution No. 2006-351) – A Tentative Subdivision Map and a Tree Preservation Plan Permit to allow a 93.2-acre site to be subdivided into 100 single-family residential lots on approximately 32.3 acres (including streets), and five open space parcels on approximately 60.9 acres.
- Highlands Parcel A (Resolution No. 2006-354) – A Tentative Subdivision Map and a Tree Preservation Plan Permit to allow a 30.14-acre site to be subdivided into 20 single-family residential lots on approximately 7.27 acres (including streets), and four open space parcels on approximately 22.89 acres.

Staff Findings

Staff finds this request to be consistent with the existing General Plan designations and zoning. The proposed extension to two previously-approved projects would be compatible with anticipated development of surrounding residential designated properties.

City Council Report
Vista Oaks & Highlands Parcel A Subdivisions
February 27, 2018
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Recommendation

Staff recommends that the City Council approve the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TWO-YEAR EXTENSION OF THE VISTA OAKS TENTATIVE SUBDIVISION MAP AND OAK TREE PRESERVATION PERMIT
(Vista Oaks / SD-2001-04, TRE-2001-30)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TWO-YEAR EXTENSION OF THE HIGHLANDS PARCEL A TENTATIVE SUBDIVISION MAP AND OAK TREE PRESERVATION PERMIT
(Highlands Parcel A / SD-2003-05, TRE-2003-33)

Location

The project sites are generally located in the City of Rocklin along Secret Ravine Creek easterly of Interstate 80 at the southerly terminus of China Garden Road and north of the Rocklin City Limit. See **Figure 1**. Vista Oaks is designated with APNs 046-010-007 & 046-020-003. Highlands Parcel A is designated with APN 046-010-006 (formerly 046-020-039).

Figure 1 – Location Map



Time Extension

The Vista Oaks and Highlands Parcel A subdivisions are located directly adjacent to each other. As a result, a single Environmental Impact Report was prepared to evaluate the potential impacts of the combined projects. The City Council considered the two projects at a single public hearing on November 14, 2006, at which they certified the EIR and approved the entitlements for both projects. The Vista Oaks Tentative Subdivision Map was approved via Resolution 2006-351 (**Attachment 1**) and the Highlands Parcel A Tentative Subdivision Map was approved via Resolution 2006-354 (**Attachment 2**).

No final maps or improvement plans have been submitted to the City since the projects were approved. Both the Vista Oaks and Highlands Parcel A subdivisions have benefited from automatic time extensions granted by the State during the recession which extended the expiration date for both projects to 2015. In November 2015, the City Council approved a one-year extension for both projects (Resolution No. 2015-296 and No. 2015-297) through November 14, 2016. In March 2017, the City Council approved a second one-year time extension for both projects (Resolution No. 2017-47 and No. 2017-48) through November 14, 2017.

Prior to expiration, an application for a third extension was submitted for both projects, thereby extending them until the extension was approved or denied by Council. The requests for extensions were submitted on November 6, 2017 by the applicant and include the project constraints and on-going efforts toward moving the maps forward. The applicant is requesting the maximum available time extension, in this case 24 months. These requests have been included as **Attachments 3 & 4**.

Prior to the revisions to Title 16 of the Rocklin Municipal Code in December 2017, tentative map approvals were valid for an initial period of two years with the possibility for the City to approve up to five one-year time extensions; thus allowing a tentative map to be valid for a maximum of up to-seven years, exclusive of any blanket subdivision map time extensions that might be granted by the State. Ordinance No. 1085 was adopted on January 9, 2018 and became effective February 8, 2018. The Municipal Code now provides for map approvals to be valid for an initial period of 36 months and allows for the City to approve time extensions up to an additional four years, with any single extension not to exceed 24 months. Under Ordinance No. 1085, the potential life for a tentative map, pursuant to the Rocklin Municipal Code, remained a maximum of seven years.

Maps approved prior to December 2017 all had an initial 24-month approval. Ordinance No. 1085 allows for a longer initial approval of 36 months with one or more extensions not to exceed four years. Projects initially approved under the former rule allowing only a 24 month initial approval, rather than a 36 month initial approval, which are then extended and under the new ordinance, are only allowed a maximum four years of extensions providing a potential life

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Vista Oaks & Highlands Parcel A Subdivisions
February 27, 2018
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of only six years, one year less than the maximum seven year potentially allowed under the former ordinance, and allowed for new maps approved under the new ordinance. This is the case with the Vista Oaks and Highlands Parcel A tentative maps. Under the new ordinance it could be determined the proposed 24-month extension would be the final extension allowed. However, during the Council discussion for the revisions to Title 16, the stated intent was to maintain the allowable seven year map life; the initial 36-month validity, and the allowance for up to four years of time extensions. These two subdivisions are complex and require coordination with Granite Lakes Estates and other projects to meet the off-site improvement requirements, as referenced in the time extension request letters. It is staff's opinion that should it be necessary, a final one-year time extension should be allowed to be requested if the maps have not recorded by November 14, 2019. If the City Council concurs, the applicant would be eligible to request one additional 12-month extension of time should it be necessary.

To provide background for the projects, Part II of the original City Council staff report prepared for the Vista Oaks and Highlands Parcel A tentative subdivision maps has been included as **Attachment 5**. (The original staff report contained two parts. Part II discussed the planning review; Part I contained the discussion for the EIR and has not been included because there are no new issues identified in the CEQA 15162 analysis.)

Owner/Applicant

The applicant is TLA Engineering & Planning. The property owners are:

- Vista Oaks – Ronald Guntert Jr.
- Highlands Parcel A – Elliot Homes, Inc.

Environmental

In 2006, an Environmental Impact Report (EIR) for the Vista Oaks/Highlands Parcel A project was approved per City Council Resolution 2006-349. Project specific analysis was conducted and potential impacts of the Vista Oaks/Highlands Parcel A projects were identified in the EIR document.

Once a project has been approved, the lead agency's role in project approvals is completed, unless further discretionary approval on that project is required. In this case, because the Vista Oaks / Highlands Parcel A project is requesting additional land use entitlements (an extension of time) and further discretionary approval, the City must examine the adequacy of the prior environmental review. Public Resources Code section 21166 and Section 15162 provide the framework for analysis of the adequacy of prior environmental review of a subsequent project.

The analysis conducted to determine if further environmental review would be necessary has resulted in the determination that the Vista Oaks/Highlands Parcel A Time Extension project

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Vista Oaks & Highlands Parcel A Subdivisions
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does not result in any environmental impacts beyond those that were previously identified and no further environmental review is necessary. This analysis has been included as **Attachment 6**.

Attachments

Attachment 1 – City Council Resolution No. 2006-351 (Vista Oaks)
Attachment 2 – City Council Resolution No. 2006-354 (Highlands Parcel A)
Attachment 3 – Extension Request (Vista Oaks)
Attachment 4 – Extension Request (Highlands Parcel A)
Attachment 5 – Vista Oaks Highlands A Part II (CC 11-14-06 Staff Report)
Attachment 6 – Vista Oaks/Highlands Parcel A, 15162 Analysis

Prepared by Shauna Nauman, Assistant Planner

RESOLUTION NO.2006-351

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING
A TENTATIVE SUBDIVISION MAP
(Vista Oaks / SD-2001-04, TRE-2001-30)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Tentative Subdivision Map (SD-2001-04, TREE-2001-30) allows the subdivision of 93.2 acres generally located at the southerly terminus of China Garden Road into 100 residential lots and 5 open space parcels.

B. An Environmental Impact Report prepared for this project has been certified via City Council Resolution No. 2006-349.

C. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

D. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

F. The site is physically suitable for the proposed type and density of development.

G. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

H. The design of the subdivision and type of improvements will not cause serious public health problems.

I. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

J. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Vista Oaks tentative subdivision map (SD-2001-04, TRE-2001-30) as depicted in Exhibits A & B, attached hereto and by this reference incorporated herein, is hereby recommended for approval, subject to the conditions listed below. The approved Exhibits A & B shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibits A & B shall be controlling and shall modify Exhibits A & B. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer for the purpose of filing with the City Council. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Utilities

- a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA, ENGINEERING)
- b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans. (SPMUD, ENGINEERING)

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to the City and SPMUD prior to approval of the sewer plan for the project. (ENGINEERING)

- c. Telephone, Gas, and Electricity – Telephone, gas and electrical service shall be provided to the subdivision from Roseville Telephone, Pacific Bell, and Pacific Gas & Electric (PG&E). (APPLICABLE UTILITY, ENGINEERING)
- d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)

- e. Prior to recordation of final map, the project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public landscaping, improvements such as sound walls, and provision of new or enhanced services such as street lighting. (FINANCE, ENGINEERING, PUBLIC WORKS)

It is anticipated that the following will be necessary:

Annexation into: CFD No. 1, Lighting & Landscaping District No. 2, CFD No. 5 (annexation into CFD No. 5 to also cover maintenance of the portion of the Monument Springs Drive Extension and Bridge that is located in Placer County).

De-annexation from: Lighting & Landscape District No. 1

2. Schools

- a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):
 - 1) At the time of issuance of a building permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995, to the satisfaction of the Rocklin Unified School District.
 - 2) The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

3. Fire Service

- a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency (PCWA). (PCWA, FIRE, ENGINEERING)
- b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)
- c. Fire Department access into open space areas shall be provided in the general locations indicated on Exhibit A. (FIRE)

- d. An Open Space Management and Fuel Modification Plan shall be prepared by the subdivider and approved by the City of Rocklin prior to recording of any final maps for the project. The Open Space Management and Fuel Modification Plan shall provide for but not be limited to the following (ENGINEERING, PUBLIC WORKS, FIRE) (VIII.):
- 1) Identification of thirty (30') foot wide fuel modification (fuel break) zones in all open space areas where adjacent to residential parcels (on and off site), taking into account Elderberry bushes and their surrounding none disturbance areas, to reduce fire hazards.
 - 2) Thinning and removal of vegetation in the open space areas to create and maintain the fuel modification zones. Said thinning shall consist of pruning all tree branches to approximately six (6') feet above grade and trimming grasses and shrubs to maintain them at not more than approximately six (6") inches in height.

4. Improvements/Improvement Plans

Project improvements shall be designed, constructed and / or installed as shown on the approved improvement plans, in compliance with applicable city standards including but not limited to the City's Standard Specifications then in effect. The project improvement plans shall be subject to and / or provide for the following (ENGINEERING, PLANNING):

- a. Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances. (ENGINEERING)
- b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer. (ENGINEERING)
- c. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s). The grading and drainage plan shall include the following:

- 1) All storm drainage run-off from site shall be collected into a City standard sand and oil trap manhole (or an equal as approved by the City Engineer) prior to discharge of storm run-off offsite.
- 2) Individual lot drainage including features such as lined drainage swales.
- 3) All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.
- 4) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.
- 5) Prior to any grading or construction activities, the applicant shall comply with the provisions of Attachment 4 in the City's Storm water Permit to the satisfaction of the City Engineer. These provisions shall also be applicable to the limited graded lots on Phase 1 of the Vista Oaks project site. (4.4MM-3b)
- 6) Construction related and permanent Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design and / or noted on the Improvement Plans as appropriate to reduce urban pollutants in runoff, consistent with goals and standards established under Federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Storm water runoff BMPs selected from the Storm Water Quality Task Force, the Bay Area Storm Water Management Agencies Association Start at the Source – Design Guide Manual, or equally effective measures shall be identified prior to final design approval and shall be incorporated into project design and / or noted on the Improvement Plans as appropriate.

To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs shall be identified in on improvement plans. (4.4MM-4a)

- d. Prior to any grading or construction activities, the subdivider shall:
- 1) Obtain a General Construction Activity Storm Water Permit as a part of the National Pollutant Discharge Elimination System (NPDES) permit process from the Regional Water Quality Control Board. (ENGINEERING) (4.4MM-3a)
 - 2) Submit verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the project meets all regulations and that the subdivider has obtained all required permits relating to wetlands and waterways. (ENGINEERING)
- e. The following subdivision improvements shall be designed, constructed, and/or installed:
- 1) All on-site standard subdivision improvements, including streets, curbs*, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants. (*All curbs shall be vertical curbs and not rolled curbs)
 - 2) Developer shall dedicate to City a telecommunication easement, and shall install and dedicate to City telecommunication conduit within the easement. The easement shall be located in the public utility easement of each street within the subdivision, and any adjacent streets as necessary to connect the easement to the City's public street and easement network. The easement shall be for telecommunications use by City, in whatever manner City may, in its sole discretion, elect. The conduit shall be large enough for at least two (2) sets of coaxial cable (approximately three (3) inches total diameter), shall include access to the cable spaced at reasonable distances, and shall otherwise comply with City standards and specifications in effect at the time the conduit is installed.

Developer shall provide any City telecommunication franchisee, including any cable television franchisee, access to the easement for the purpose of installing cable and conduit while the public utility trench is open and prior to the street being paved.

3) The following on-site special improvements, timing of construction shall be as noted in Condition 12. Phasing, below:

- i. A property line noise barrier measuring 9-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 14-feet from finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) in front of the first row of lots facing I-80 in order to meet the lower limit exterior noise level of 60 dB L_{dn} .

The barrier shall connect with the existing 14-foot noise barrier to the east and shall extend southwesterly along the project site's boundary with I-80 and along the easterly boundary of Parcel B terminating approximately 300 feet to the west of lot #23 to prevent sound flanking as shown on Exhibits A & B.

The barrier wall shall be designed and built to closely match that existing sound wall. The design of the sound wall shall include a locking solid metal door constructed of 16-gauge steel or equivalent, powder coated dark bronze. Said door shall have a minimum width of 8-feet and a minimum height of 9-feet to provide access to Parcel B and be designed to seal so that it doesn't compromise the integrity of the sound wall. If revisions are made to the grading plans for Phase I, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

- ii. A property line noise barrier measuring 3-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 8-feet from adjacent finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) to allow the park site, Parcel E, to meet the lower limit exterior noise level of 69 dB L_{dn} .

The 8 feet high wall shall be required to extend west from the terminus of the 14-foot barrier, which is required for the Phase I residential area to a point 100 feet past the western terminus of the Phase I area as indicated on Exhibits A & B. Except for height the sound wall shall be designed and built to match the 14-foot sound wall. If revisions are made to the grading plan for Parcel E, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

- iii. Within the Phase III site, noise barrier walls shall be constructed along the rear lot lines of Lots 70 through 79 between the rear yard (outdoor activity area) and I-80. The noise barrier walls shall wrap around 2 feet onto the side lot lines on Lots 70 and 79 before terminating. On Lot 100 the noise barrier wall shall begin at the front yard set back line on the lot's westerly property line and extend north, turn and run along the length of the northern property line and wrap around 2 feet onto the easterly property line before terminating (as shown on Exhibit B). The noise barrier walls shall be made of double sided split faced block with a grey granite color. The wall shall be topped with a decorative concrete cap. Noise barrier walls shall be constructed to a height of 6 feet above each building pad elevation. There shall be no openings in the walls. If revisions are made to the grading plan for Phase III, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)
- iv. Along any property line where any residential lot abuts an open space area, except where masonry sound walls are required for noise attenuation, the following fencing shall be required to be installed (ENGINEERING, PLANNING):
 - (a) Within 25-feet of the public right-of-way a 30-inch high masonry wall constructed of double sided split faced block with a grey granite color with a decorative concrete cap.
 - (b) More than 25-feet from the public right-of-way 30-inch high masonry wall constructed double sided split faced block with a grey granite color with a decorative concrete cap. The masonry wall shall be topped with a decorative tubular steel or wrought iron style fence constructed of medium gauge, or better, steel or aluminum powder-coated black or dark bronze approximately 42-inches in height for a total fence height of 6-feet.
 - (c) Where open space parcels extend between or next to residential lots to accommodate fire access to open space areas (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) a solid six foot high redwood fence with metal fence posts. Matching wooden gate(s) with locks and permanent identification signage shall be installed where the fire access transitions from an easement across the adjacent lot(s) to the open space parcel. (ENGINEERING, FIRE)

- v. A six foot high masonry wall shall be constructed along the common property line between Lots 22 & 23 and Parcel E (the park site). The wall shall be constructed of a grey granite color double sided split faced block with a decorative concrete cap and pop out decorative pilasters constructed of the same materials at each end. (ENGINEERING, PLANNING)
- vi. Decorative tubular metal fencing approximately 3'-6" high installed 10 - feet back of sidewalk where open space areas are adjacent to streets. Said fencing shall be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Gates / opening shall be located at the access points to the trail system as indicated on Exhibit A and as required by the Public Works Director for maintenance access. (ENGINEERING, PUBLIC WORKS, PLANNING)
- vii. Prior to recording a final map for Phase I the existing billboard sign located approximately at the intersection of China Garden Road and Road L shall be removed.

If the existing billboard sign located on in Parcel A is not removed, ownership and control of the sign shall be transferred to the City of Rocklin prior to recording and a final map for Phase I. (ENGINEERING, PLANNING)

- viii. Electricity, water, drainage, phone, and conduit lines shall be stubbed out into Parcel B to accommodate future landscaping and signage on the site to the satisfaction of the City Engineer. (ENGINEERING)
- ix. Electricity, water, sewer, phone, and conduit lines shall be stubbed out for Parcel E to accommodate future park improvements on the site. (ENGINEERING, COMMUNITY SERVICES & FACILITIES)
- x. An off-road trail system through Parcels A & E, as shown on Exhibit A, with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system shall be implemented where the trail system connects to all public streets and rights-of-way.

The portion of the trail connecting China Garden Road to Monument Springs Drive shall be constructed of concrete to support a 40,000 pound vehicle, provide for an 11 foot minimum width, and provide for turn radii of a minimum of 43-foot at the center line. (ENGINEERING, FIRE, PUBLIC WORKS)

- xi. An emergency access / pedestrian bridge linking Phases I & II, bridge design to provide for but not be limited to the following (ENGINEERING, FIRE, PUBLIC WORKS):
 - (a) Be passable during a minimum of a 10-year storm event.
 - (b) Provide for a minimum 12-foot wide deck.
 - (c) Be designed to carry a minimum load of 40,000 lb.
 - (d) Provide for a 20-foot wide minimum "non-angulated" approach.
 - (e) Provide for approach turn radii of a minimum of 43-foot at the center line.
 - (f) Bridge deck and piers shall be treated with a marine coating.
 - (g) Bridge railings shall be 54-inches high tubular metal powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Spacing between vertical posts shall be consistent with swimming pool fencing standards. Railing sections shall be designed to be able to manually pivot parallel to the flow of water during storm events which inundate the bridge deck.
 - (h) Collapsible or removable bollards shall be installed at either end of the bridge to prevent public vehicular access.
 - (i) Other standards as may be required by the City Engineer.
- xii. Implement the approved Open Space Management and Fuel Modification Plan. (VII-1) (ENGINEERING, FIRE, PUBLIC WORKS)
- xiii. The trailhead parking and roundabout on Parcel E as indicated on Exhibit A. (ENGINEERING, FIRE, PUBLIC WORKS)
- xiv. The sewer line connection between Phase I and Phase II shall be constructed with and hung from the emergency access bridge across Secret Ravine Creek to minimize impacts to salmon. It is recognized that a sewer lift station may be required to accommodate this design. (ENGINEERING)

- 4) The following off-site improvements:
- i. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the project site prior to recording a final map for either Phases II or III as shown on Exhibit A. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Granite Lake Estates subdivision (SD-2000-02) and Highlands Parcel A subdivision (SD-2003-05) approvals.

A four foot wide meandering sidewalk of an appropriate material such as a decomposed granite, asphalt or concrete shall be constructed along China Garden Road, from the northerly edge of the project's China Garden Road frontage to the northerly most intersection of China Garden Road and Rustic Hill Drive. The final design and material shall be to the satisfaction of the Public Works Director and the City Engineer (ENGINEERING, PLANNING)

- f. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC WORKS, PLANNING)

- 1) Landscaping to be installed in the following areas:

- i. In the landscape strip between China Garden Road and the freeway sound wall.
- ii. In a 10-foot wide strip immediately behind the public curb and / or sidewalk as applicable where open space parcels A, C, and D abut a public street.

- 2) The landscaping plan shall be prepared by a landscape architect and shall include:

- i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Shrubs shall be a minimum five-(5) gallon and trees a minimum of 15 gallon.
- ii. A section diagram of proposed tree staking.
- iii. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

- iv. Use of granite or moss rock boulders along the planting areas.
 - v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.
 - vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.
 - vii. Evergreen climbing vines to grow on the southerly side of the freeway sound walls.
 - viii. Landscaping in the open space areas adjacent to the public rights-of-way shall provide for a mix of drought tolerant trees, shrubs, and groundcovers substantially similar to the landscaping along the edge of open space areas in the adjacent Highlands Phase 3 & 4 project.
- 3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.
 - 4) The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of-way until such time as the City takes over maintenance of the landscaping.
- g. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map; provided, that street rights-of-way shall be offered by means of an irrevocable offer of dedication (IOD). (ENGINEERING)
 - h. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan and shall be accompanied by financial security to ensure implementation of the plan. (ENGINEERING)

- i. Prior to commencement of grading, the subdivider shall submit a dust control plan for approval by the City and the Placer County Air Pollution Control District. This plan shall identify adequate dust control measures and shall provide for but not be limited to the following (~~4.8MM-2a~~) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT):
- 1) A pre-construction meeting prior to any grading activities to discuss the construction emission / dust control plan with employees and / or contractors. The Placer County Air Pollution Control District is to be invited.
 - 2) The subdivider shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations.
 - 3) The subdivider shall provide for a representative, certified by the California Air Resources Board (CARB) to perform Visible Emissions Evaluations (VEE), to routinely evaluate compliance to Rule 228, Fugitive Dust.
 - 4) It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time.
 - 5) If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as not to exceed District Rule 228 Fugitive Dust Limitations.
 - 6) An enforcement plan established in coordination with the Placer County Air Pollution Control District to weekly evaluate project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. (~~4.8MM-2d~~)
- j. Prior to any grading or construction activities including issuance of improvement plans, the improvement plans shall clearly indicate that if shallow ground water exists at the time of proposed grading, subdrainage shall be installed in advance of the grading operations to de-water soils within the depth of influence of grading to the extent reasonable. A qualified geologist and/or geotechnical engineer shall estimate the configuration and design of the subdrain systems during exposure of field conditions at the time of or immediately before construction. The contractor may also recommend an alternative which may be mutually agreed upon by the City Engineer and Public Works Director. (~~4.5MM-4~~) (ENGINEERING)

- k. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to (4.5MM-5) (ENGINEERING):
- Recommendations for building pad and footing construction;
 - Use of soil stabilizers or other additives; and
 - Recommendations for surface drainage.
- l. Improvement plans shall contain provisions to ensure that (4.5MM-1) (ENGINEERING):
- 1) Fill placed on slopes steeper than a 6:1 slope gradient (horizontal to vertical), shall be provided with a base key at the toe of the fill slope. The base key shall extend approximately two feet (vertically) into firm material. Fill slopes constructed on the site are expected to be stable if they are constructed on gradients no steeper than 2:1 (horizontal to vertical) and are provided with a base key.
 - 2) Cut slopes in surficial soil or stream deposits shall not exceed a 2:1 gradient. Cut slopes in underlying rock may be stable at gradients up to 1.5:1 depending on the degree of cementation, groundwater seepage, and the orientation of fractures.
- m. If construction is proposed by the developer during the breeding season (February-August) of special-status migratory bird species, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction migratory bird survey of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified biologist in order to identify active nests of any special-status bird species on the project sites. The results of the survey shall be submitted to the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If

active nests are found, an adequately sized temporary non-disturbance buffer zone shall be determined based on California Department of Fish & Game consultation, shall be established around the active nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January). (4.6MM-2a) (ENGINEERING, PLANNING)

- n. Prior to any grading or construction activities, including issuance of improvement plans, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction breeding-season survey (approximately February 15 through August 1) of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

If phased construction procedures are planned for the proposed project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to the City of Rocklin following the completion of the survey that includes, at the minimum, the following information:

- A description of methodology including dates of field visits;
- The names of survey personnel with resume;
- A list of references cited and persons contacted;
- A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, further mitigation would not be required. However, should any raptor species be found nesting on the project site, the following mitigation measures shall be implemented (4.6MM-13a) (ENGINEERING, PLANNING):

- 1) Construction activities shall avoid any identified raptor nest sites during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone would be determined by a

qualified raptor biologist in consultation with the City of Rocklin and California Department of Fish & Game. Highly visible temporary construction fencing shall be installed delineate the buffer zone. (4.6MM-13b)

- 2) If the nest of any legally-protected raptor species is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young are no longer dependent on the nest site, as determined by a qualified biologist. (4.6MM-13c)
- o. Prior to any grading or construction activities including issuance of improvement plans a pre-construction survey for western pond turtle shall be conducted by a qualified biologist, to determine presence or absence of this species in the project site. If construction is planned after April 1st, this survey shall include looking for turtle nests within the construction area. If northwestern pond turtles are not found within the project site, no further mitigation is required. If juvenile or adult turtles are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If a nest is found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the turtles have hatched.

If a turtle is observed on the site, work shall cease in the area until the turtle can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2c) (ENGINEERING, PLANNING)

- p. Prior to any grading or construction activities including issuance of improvement plans a pre-construction protocol-level survey for western spadefoot toad shall be conducted by a qualified biologist, to determine presence or absence of this species on the project sites. The survey shall be conducted in accordance with all applicable California Department of Fish & Game guidelines. If western spadefoot toads are not found within the project site, no further mitigation is required. If juvenile or adult spadefoot toads are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If spadefoot toad eggs are found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the toads have hatched. (ENGINEERING, PLANNING)

If a spadefoot toad is observed on the site, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2e) (ENGINEERING, PLANNING)

- q. Prior to any grading or construction activities including issuance of improvement plans, the proposed emergency access bridge connecting Phases I and II of the project and related construction plans shall be designed to comply with the following consistent with the Policies of the Southeast Rocklin Circulation Element (ENGINEERING, PLANNING):
- 1) The bridge shall be designed to allow the year-round passage of steelhead and Chinook salmon and so that it traverses the creek in a manner that does not in any way impede its current normal (non-storm event) flow. (4.6MM-4a)
 - 2) The width of a creek crossing construction zone within the riparian corridor shall be limited to a maximum of 100 feet. Construction outside of this corridor will be allowed only if design constraints require a zone greater than 100 feet and must be authorized by the City Engineer.
 - 3) Prior to any construction activities in the creek or related riparian areas the precise location of the creek crossing construction zone (corridor) shall be flagged to allow easy identification. Use of heavy equipment shall be restricted to this designated corridor. (4.6MM-4b)
 - 4) Prior to issuance of improvement plans the applicant / subdivider shall provide photographs that clearly document the streambed and bank contours within the creek crossing construction zone. These photographs shall be submitted to and kept on file at the Rocklin Community Development Department. Following construction creek bed and bank contours shall be restored, as near as possible, to pre-project conditions.
 - 5) Topsoil removed by grading to construct the emergency access bridge and approaches shall be reserved and for revegetation and recontouring efforts within the creek crossing construction zone.
- r. Prior to issuance of Improvement Plans, the subdivider shall apply for and obtain all permits and approvals from the Army Corps of Engineers and the California Department of Fish and Game as required by those agencies or provide written verification from the applicable agency that no permits are required. The subdivider shall comply with the terms and conditions of all such permits. (4.6MM-8a, 4.6MM-8b, & 4.6MM-8c) (ENGINEERING)

- s. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of vernal pool habitat by either (4.6MM-10) (ENGINEERING, PLANNING):
- 1) Documenting that the project design avoids all vernal pool habitats on the project site.
 - 2) Submitting written verification from the United States Fish and Wildlife Service that the loss of on site vernal pool habitat has been approved and mitigated through the Section 404 / Section 7 Consultation permit process.
- t. Prior to any grading or construction activities including issuance of improvement plans, pre-construction protocol-level surveys shall be conducted by a qualified biologist on the portions of the project site planned for development, in order to identify the presence of any of the following special-status plant species: Boggs Lake hedge-hyssop (*Gratiola heterosepala*), Sacramento Orcutt grass (*Orcuttia viscida*), Slender Orcutt grass (*Orcuttia tenuis*). Pre-construction protocol-level surveys shall be conducted during the appropriate blooming period (March-October) for all plant species to adequately ensure recognition of potentially-occurring species. Because the blooming period of all potentially-occurring plant species covers a wide range, a minimum of three focused rare plant surveys timed approximately one month apart are recommended from April through June to cover the peak blooming period. The results of the surveys shall be submitted to California Department of Fish & Game and the City of Rocklin for review.

If, as a result of the survey(s), special-status plant species are determined not to occur on the sites, further action shall not be required. If special-status plant species are detected on either site, locations of these occurrences shall be mapped with GPS and consultation with California Department of Fish & Game shall be initiated, and a mitigation plan shall be prepared based on the consultation. The plan shall detail the various mitigation approaches to ensure no net loss of plant species. (4.6MM-11) (ENGINEERING, PLANNING)

- u. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of elderberry shrubs by either (4.6MM-12a & 4.6MM-12c):
- 1) Documenting that the project design avoids all elderberry shrubs on the project site.

- 2) Submitting written verification that the necessary take permit for Valley Elderberry Longhorn Beetle (VELB) has been obtained from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process. All necessary steps required to comply with the take permit including avoidance and replacement of elderberry shrubs consistent with United States Fish and Wildlife Service guidelines must be incorporated into the project improvement plans.
 - 3) Should on site replacement of elderberry shrubs be required the subdivider / developer shall enter into an agreement with the City of Rocklin, prior to final map approval, to ensure that the expenses and liabilities associated with the establishment and maintenance of a Valley Elderberry Longhorn Beetle (VELB) preserve on the project site will be the responsibility of the subdivider / developer and not the City of Rocklin until such time as the terms of the take permit issued by the United States Fish and Wildlife Service have been satisfied. (City Attorney)
- v. Prior to any grading or construction activities protective fencing shall be placed around all elderberry shrubs not scheduled for removal to create a 100-foot buffer protection zone around each shrub. All construction activities and equipment shall remain outside of the 100-foot buffer protection zone throughout the construction period. Where it is not feasible to provide the 100-foot protection zone the subdivider shall consult with the United States Fish and Wildlife Service to determine alternative measures to reduce impacts of construction activities to the elderberry shrubs and documentation of said consultation provided to the City. All construction activities shall be monitored by a qualified biologist to verify compliance with the above. The qualified biologist shall provide documentation of compliance to the City. (~~4.6MM-12b~~) (ENGINEERING, PLANNING)
- w. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained, prepared a data recovery program for historic site PA-89-32 in consultation with the Community Development Director and will implement the data recovery program for historic site PA-89-32 prior to any grading or construction activities in that area. (~~4.10MM-1a~~) (ENGINEERING, PLANNING)
- x. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall

provided verification that a qualified paleontologist has been retained to monitor construction activities and provide written reports to the City. The paleontologist shall be on site at all times work is occurring during the grading and trenching phases of the project in order to observe and assess the potential for discovering paleontological resources. If after the grading and trenching phase the potential of discovering paleontological resources appears to be minimal as determined by the qualified paleontologist, periodic monitoring may be made thereafter. (4.10MM-2a) (ENGINEERING, PLANNING)

- y. Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm Water Management plan for preventing noncompliant storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm Water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)
- z. Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained and is available to monitor construction activities and provide written reports to the City. This notification shall include name(s) and 24 hour contact information. The storm water management professional shall be present on site at all times necessary when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management. The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. The storm water management professional shall monitor the site prior to, during, and after any storm events. (ENGINEERING)
- aa. Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall

pay a deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season. Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements. (ENGINEERING)

- bb. The improvement plans shall clearly reflect and include all modifications and revisions to subdivision design as required by Condition Number 8, Subdivision Design.
- cc. The following shall be included in the project notes on the improvement plans:

Water Quality

- 1) Project construction shall be restricted within 100 feet of Secret Ravine Creek or the Aguilar Road tributary to the dry months of the year (i.e., May through October). (4.4MM-4b)
- 2) Work shall be scheduled to minimize construction activities in "high-risk" areas and the amount of active disturbed soil areas, during the rainy season (October 15 through May 1). "High-risk areas" include those areas within 50 feet of the USGS water courses, 100-year floodplains, regulated wetlands, and where slopes exceed 16 percent. Unless specifically authorized by the City Engineer or his designees during the rainy season, the developer shall not schedule construction activities in the "high-risk areas" or schedule to have more area of active disturbed soil area than can be managed in conformance with the regulations of the City of Rocklin, the Water Quality Control Board, or any other agency having jurisdiction in this area. (4.4MM-3c)

Air Quality

- 3) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
- 4) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
- 5) All adjacent paved streets shall be swept during construction.
- 6) All trucks leaving the site shall be washed off to eliminate dust and debris.
- 7) All construction equipment shall be maintained in clean condition.

- 8) All exposed surfaces shall be revegetated as quickly as feasible.
- 9) Stockpiles of sand, soil, and other similar materials shall be covered and the beds of trucks hauling these materials to or from the site shall be covered to minimize the generation of airborne particles as required by the City Engineer.
- 10) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
- 11) Construction equipment shall be properly maintained and tuned.
- 12) Low emission mobile construction equipment shall be utilized where possible.
- 13) Open burning of removed vegetation shall be prohibited. Vegetative material shall be chipped or delivered to waste or energy facilities. (4.8MM-2g)
- 14) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. (4.8MM-2b)
- 15) Idling time on the project site shall be limited to five (5) minutes for all diesel power equipment. (4.8MM-2e)
- 16) The California Air Resources Board (CARB) diesel fuel shall be used for all diesel-powered equipment. (4.8MM-2f)
- 17) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used for an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average of 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products alternative fuels, engine retrofit technology, after-treatment products, and / or other options as they become available. As a resource, the Placer County Air Pollution Control District suggest contractors can access the Sacramento Metropolitan Air Quality Management District's web site, at <http://www.airquality.org/deqa/Constructionmitigationcalculator.xls>,

to determine if their off-road fleet meets the requirements listed in this measure. (4.8MM-2c)

Archeological and Paleontological Resources

- 18) Heavy equipment operators shall be briefed by the project paleontologist to gain awareness of visual identification techniques in order to identify potential paleontological resources. (4.10MM2b)
- 19) If any paleontological resources are discovered during construction activities, all work shall be halted in the vicinity of the find and the project paleontologist shall be consulted and the City's Community Development Director shall be notified. Upon determining the significance of the resource, the consulting paleontologist, in coordination with the City, shall determine the appropriate actions to be taken, which may include excavation. (4.10MM2c)
- 20) If during construction outside of the areas designated as the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and an appropriate Native American representative shall be immediately notified unless the find is clearly not related to Native American's. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the subdivider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtain from the Indian Community within 72 hours (excluding weekends and State and Federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a

unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1. (~~4-10MM-4a~~)

- 21) Should human remains be found, then the Coroner's office shall be immediately contacted and all work halted until final disposition is made by the Coroner. Should the remains be determined to be of Native American descent, then the Native American Heritage Commission shall be consulted to determine the appropriate disposition of such remains. (~~4-10MM-4b~~)

Noise

- 22) Mufflers shall be installed on all equipment with high engine noise potential. The equipment shall be turned off when not in use. (~~4.9MM-1a~~)
- 23) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible. (~~4.9MM-1a~~)
- 24) The project shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and between 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the City Engineer or Building Official. (~~4.9MM-1b~~)

Geotechnical, Blasting

- 25) If blasting activities are to occur in conjunction with the improvements, the contractor shall conduct the blasting activities in compliance with state and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any on-site blasting activities. The permit application shall include a description of the work to be accomplished and a statement of the necessity for blasting as opposed to other methods considered including avoidance of hard rock areas and safety measures to be implemented such as use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to insure proper site access and traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame in which blasting will occur in order to limit noise and traffic inconvenience. A note to this effect shall be included on the project's Improvement Plans. (~~4.9MM-1b~~ & ~~4.5MM-7~~)

Biological Resources

- 26) If a horned lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2b)
- 27) If a yellow-legged frog is observed on the site during the construction phase, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2d)

5. Special Provisions

- a. To comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), the final map shall provide for the following (ENGINEERING):
- 1) Delineation of the 100-year floodplain elevation(s);
 - 2) Identification of a finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;
 - 3) Recordation of a flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.
- b. Prior to or concurrent with the recording of final maps for each phase of the project, the following provisions shall be recorded by separate instrument to be implemented with the issuance of building permits for development of each lot created by this subdivision (ENGINEERING):
- 1) Grading and construction on individual lots in the Phase I area, Lots 1 – 23, as indicated on the tentative subdivision map shall comply with the provisions of the Vista Oaks Design Guidelines, DR-2002-21, adopted per City Council Resolution Number 2006-352.
 - 2) All residential lots in the Vista Oaks subdivision as indicated on Exhibit A are subject to Rocklin Municipal Code section 15.04.120.C.2. requiring a fire sprinkler system in each home.
- c. Prior to recording of a final map for any phase of the project the subdivider shall provide evidence that the following have been satisfied (ENGINEERING):
- 1) The project shall implement an offsite mitigation program, coordinated through the Placer County Air Pollution Control District, to offset the

project's long-term ozone precursor emissions. The project offsite mitigation program must be approved by Placer County Air Pollution Control District. The project's offsite mitigation program provides monetary incentives to sources of air pollutant emissions within the projects' air basin that are not required by law to reduce emissions. Therefore, the emissions reductions are real, quantifiable and implement provisions of the 1994 State Implementation Plan. The offsite mitigation program reduces emissions within the air basin that would not otherwise be eliminated.

In lieu of the applicant implementing their own offsite mitigation program, the applicant can choose to participate in the Placer County Air Pollution Control District Offsite Mitigation Program by paying an equivalent amount of money into the District program. The actual amount of emission reduction needed through the Offsite mitigation Program would be calculated when the project's average daily emissions have been determined. (4.8MM-5a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT)

- d. Prior to recording a final map for any phase of the Vista Oaks project the project shall provide for the reimbursement of a fair share of the costs to build the Monument Springs Bridge consistent with the provisions of Ordinance 856 as follows:
- 1) The subdivider shall provide funding to the City sufficient to pay for the preparation of an independent analysis to determine the entire Vista Oaks project's "fair share" of the costs associated with the construction of the Monument Springs Bridge. Said analysis shall establish a per lot fee to be applied equally to all of the residential lots created by the Vista Oaks subdivision. (CITY ATTORNEY, ENGINEERING)
 - 2) Once the Vista Oaks project's fair share of the Monument Springs Bridge has been established by the independent analysis required above, the project shall satisfy its reimbursement requirement by either (ENGINEERING):
 - i. Paying the "fair share" contribution identified by the approved analysis, on a per lot basis to the City of Rocklin for each lot created in that phase prior to or concurrently with recordation of the final map for that phase; or
 - ii. If a Community Facilities District has been established to fund the Monument Springs Bridge and ancillary improvements the

subdivider shall cause the entire Vista Oaks project to be annexed into said Community Facilities District prior to or concurrently with the recordation of the first phase of project development.

6. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS, ENGINEERING)

7. Flood and Drainage Control Agreement

The property owner shall enter into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from developer's construction of improvements or development of the project and shall be recorded and binding on successors in interest of developer. (ENGINEERING)

8. Subdivision Design

Prior to approval of improvement plans and / or recording of a final map for any phase of the Vista Oaks subdivision the project design shall be revised as follows (ENGINEERING):

- a. Emergency fire access routes, a minimum of 6-feet wide, shall be provided to the open space areas at the end of all cul-de-sacs (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) by extending the open space parcels between the parcels to the front setback line. An access easement shall be recorded over the portions of the open space fire access routes that are located within the front yards of single-family residential lots. The

easements shall specify that no trees, fencing, or permanent structures may be installed within the easement area. Said access points shall provide for six foot high redwood or cedar solid wooden gates located at the front setback line from the street right-of-way. Gates shall be locking and shall be identified by "Fire Access Signs" bolted to the gates. (VI-1.). (ENGINEERING, FIRE)

- b. Extend the rear or easterly property lines of Lots 95 through 99 east 22 feet to the boundary with the adjacent Highlands Parcel A (APN 046-020-039).

9. Oak Tree Removal and Mitigation

- a. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, an inventory of all existing trees in the subdivision and in the phase in question shall be provided along with a schedule of removal of those trees shown on the improvement plan to be removed with that phase shall be submitted for review. (PLANNING, ENGINEERING)
- b. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. The protection measures shall include but are not limited to appropriate fencing around those trees to remain. The protection measures shall be incorporated into the subdivision improvement plans or grading permit for any portion of the subdivision prior to approval. (ENGINEERING, PLANNING)
- c. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall provide verification that a certified arborist has been retained and prepared an inspection plan providing for the periodic inspection of the site during grading and construction and the necessary tree and root trimming to accommodate construction of roads, trails, and the emergency access bridge. Said arborist will implement the inspection plan and provide written verification to the City Engineer that the approved protection measures are properly implemented. (4.6MM-4a)(ENGINEERING)
- d. Prior to recording a final map for any phase of the project the project arborist shall prepare a final list of all oak trees removed that are six inches in diameter or greater, including total number and inches of trees removed. Prior to recording the final map the subdivider shall mitigate for the removal of all oak trees within that phase that are six inches in diameter or

greater, in compliance with the provisions of the City of Rocklin Tree Ordinance (Chapter 17.77 of the Rocklin Municipal Code (Ordinance 676), including planting replacement of trees and / or payment of in-lieu fees. If adequate locations cannot be found to replace all removed oak trees, then the remaining mitigation requirement shall be met through payment into the existing City of Rocklin Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (4.6MM-6a) (4.6MM-6b) (ENGINEERING, PLANNING)

- e. If planting of replacement trees is proposed to mitigate for the removal of oak trees a tree planting plan and related five year irrigation system shall be included with the improvement plans for that portion of the subdivision prior to issuance. The plan shall specify monitoring requirements including required inspections for at least a five-year period to ensure that the trees are established and able to survive on their own. The replacement trees shall be a minimum of 15-gallons in size and of oak species native to the Rocklin area as listed in Appendix A of the City of Rocklin Oak Tree Preservation Guidelines. Replacement trees shall be planted within open space parcels A, C, and D as deemed feasible by a certified arborist or landscape architect. (4.6MM-6a) (PLANNING, ENGINEERING)

10. Parks

- a. In lieu of paying the City's Neighborhood Park fees, Parcel E shall be improved and dedicated to the City as a park site.

Prior to recording any phase or portion of this tentative subdivision map, the subdivider shall execute the City's standard form turn key park improvement agreement requiring the subdivider to improve and dedicate, in fee, within a time established by the City, the park site with recreational equipment, facilities, and landscaping to the satisfaction of the Director of Community Services and Facilities. The agreement shall also provide for but not be limited to the following (Engineering, Community Services and Facilities):

- 1) The site shall be free of any physical condition or any title encumbrance to the land that would prevent their use as park sites.
- 2) The subdivider shall provide a verified delineation to the City for review and determination as to whether wetlands exist on the property. To the extent that there are wetlands on the parcel, the developer shall provide verification that they have complied with all federal and state permits for removal of any wetlands prior to dedication to the City.

- 3) The subdivider is responsible for installation of full street frontage improvement to City Standards (i.e., curb, gutter, and sidewalk, etc.) adjacent to and in the park site when China Garden Road is constructed. At the option of the City, sidewalks may be deferred and incorporated into the park development.

11. Riparian Area and Creek Protection

An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection (ENGINEERING, CITY ATTORNEY):

Parcels A, C, D, & E

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native or mitigation vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing except a tubular steel fence to be located 10-feet behind the back of curb or sidewalk as applicable where the parcel abuts a street; provided, that native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

12. Phasing

The project may be developed in up to three phases as indicated on Exhibit A subject to the following (ENGINEERING, PLANNING):

- a. The following shall be completed with the development of any phase of the Vista Oaks project:
 - 1) Implement the approved Open Space Management and Fuel Modification Plan prior to recording of a final map for any phase of the project or acceptance of the open space parcels by the City. (VII-1)
 - 2) Prior to or concurrently with the recording of a map for the first phase of the project to be constructed Parcel B shall be dedicated to the City.
- b. The following improvements as described in these conditions of approval and noted below shall be completed with the development of Phase I as shown on Exhibit A:

- 4.e.3)i. (14-foot noise wall for homes);
- 4.e.3)ii. (8-foot noise wall for park);
- 4.e.3)iv. (residential / open space interface fencing);
- 4.e.3)v. (masonry wall between residential lots and park);
- 4.e.3)vii. (remove billboards);
- 4.e.3)ix. (stub utilities to Parcel B);
- 4.e.3)x. (stub utilities to Parcel E);
- 4.e.3)xi. (Construct trail system through Parcel A), and connect to end of Monument Springs Road in the Rocklin Highlands;
- 4.e.3)xii. (Construct emergency access bridge);
- 4.e.3)xiv. (construct trail head parking and turn around);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

c. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase II as shown on Exhibit A:

- 4.e.3)iv. (construct residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xi. (construct trail system through Parcel A), and connect to end of China Garden Road;
- 4.e.3)xii. (construct emergency access bridge);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

d. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase III as shown on Exhibit A:

- 4.e.3)iii. (build rear yard sound walls);
- 4.e.3)iv. (residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xiii. (implement fuel modification plan) Prior to recording a final map for Phase III the owner of the Parcel A open space area, as indicated on the tentative subdivision map, shall enter into an agreement with the City of Rocklin to maintain the Fuel Modification Zone adjacent to the Phase III development until such time as Parcel A is dedicated to the City. The contract shall specify that in the event that the property owner fails to fulfill the maintenance obligation the City may place a lien on the land and perform the required work.

13. Monitoring

Prior to any grading or construction activities including issuance of improvement plans, for any phase of the project the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. (ENGINEERING)

14. Validity

- a. This entitlement shall expire two years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)
- b. This entitlement shall not be considered valid and approved unless and until the concurrent entitlements have been approved: General Plan Amendment, GPA-2002-04; Rezone, Z-2002-02; General Development Plan, PDG-2001-07; and Design Review, DR-2002-21. (PLANNING)

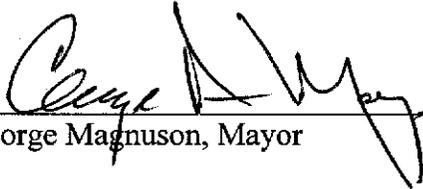
PASSED AND ADOPTED this 14th day November, 2006, by the following roll call vote:

AYES: Councilmembers: Hill, Storey, Yorde, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: Lund



 George Magnuson, Mayor

ATTEST:


 Barbara Ivanusich, City Clerk

E:\clerk\reso\Vista Oaks SD-2001-04 (CC 11-14-06).doc

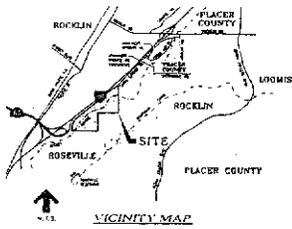
VISTA OAKS

TENTATIVE MAP

ROCKLIN, CALIFORNIA

LOTING PLAN

DECEMBER 2003
SHEET 2 OF 9

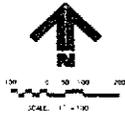
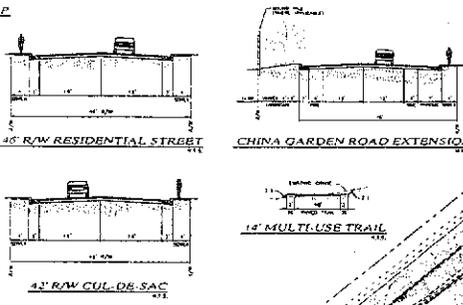


OWNER/DEVELOPER
 RONALD GUNTER
 222 EAST 4TH STREET
 ROCKLIN, CA 95766
 (209) 588-6131
 FAX: (209) 589-2022

ENGINEER
 TIA ENGINEERING & LAND PLANNING
 1532 CARLEA ROAD, SUITE 100
 ROSEVILLE, CA 95747
 (916) 788-0863
 FAX: (916) 788-2929

LEGEND

- ADJACENT PROPERTY
- LOT LINES
- R/W - ZONING
- R/W - UNZONED
- CANAL
- DRAINAGE CANAL
- 100-18 TYPICAL



PROJECT INFORMATION

PROPERTY NOTES

APPROX. PARCEL NUMBER: 048-020-001 to 048-020-010
 AREA: 40.75 ± AC
 GENERAL PLAN: Agricultural (AG) - 100
 LOCAL MAP: 048-020-001 (APPROVED TENTATIVE MAP)

EXISTING NUMBER OF PARCELS	ACRES
2	43.11

PROPOSED LOTS	ACRES	% CHANGED
100	22.55	51.18
DIVISIONS	16.71	38.82

DEVELOPER'S NOTES

1. THIS TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE CITY OF ROCKLIN AND THE CITY OF ROSEVILLE.

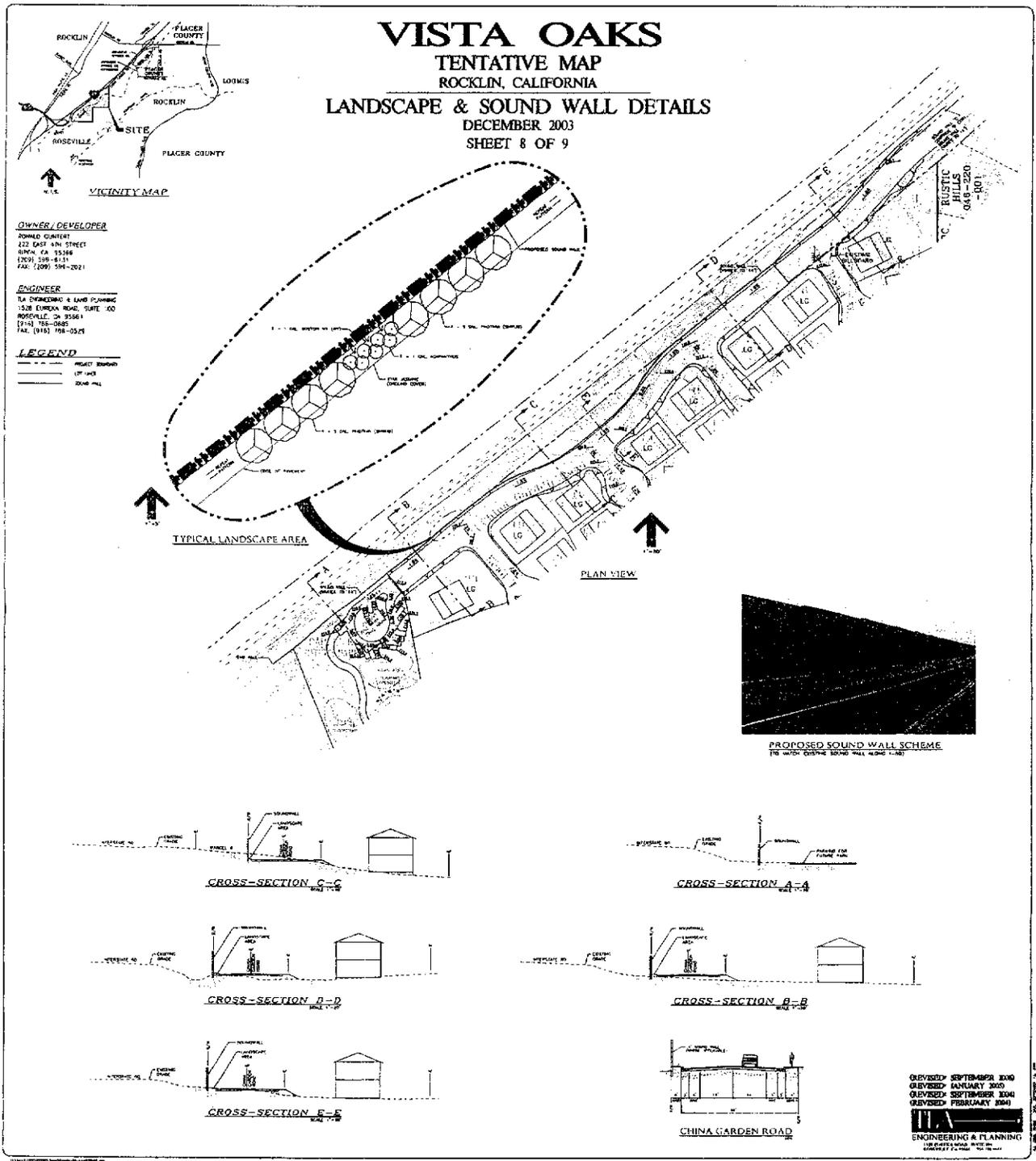
EXISTING EASEMENTS:

1. 10' EASEMENT TO THE CITY OF ROCKLIN FOR THE ROCK RIVER.
2. 10' EASEMENT TO THE CITY OF ROSEVILLE FOR THE ROCK RIVER.
3. 10' EASEMENT TO THE CITY OF ROCKLIN FOR THE ROCK RIVER.
4. 10' EASEMENT TO THE CITY OF ROSEVILLE FOR THE ROCK RIVER.

REVISIONS:

- REVISED SEPTEMBER 2003
- REVISED JANUARY 2004
- REVISED SEPTEMBER 2004
- REVISED FEBRUARY 2004

TIA ENGINEERING & PLANNING
 1532 CARLEA ROAD, SUITE 100
 ROSEVILLE, CA 95747
 (916) 788-0863



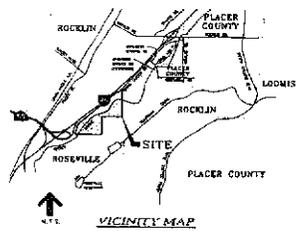
VISTA OAKS

TENTATIVE MAP

ROCKLIN, CALIFORNIA

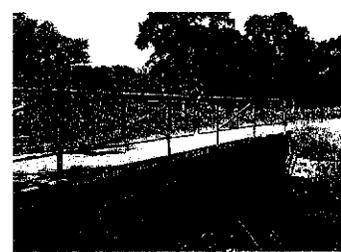
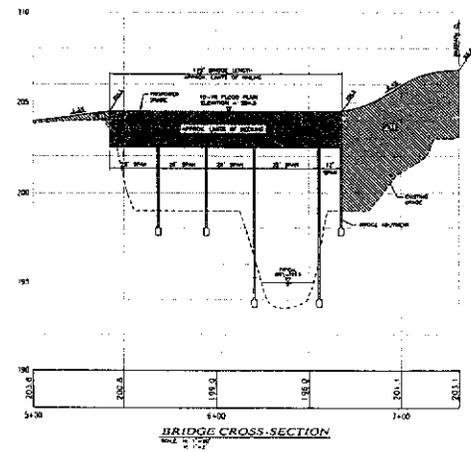
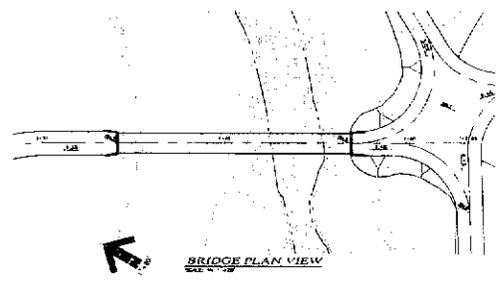
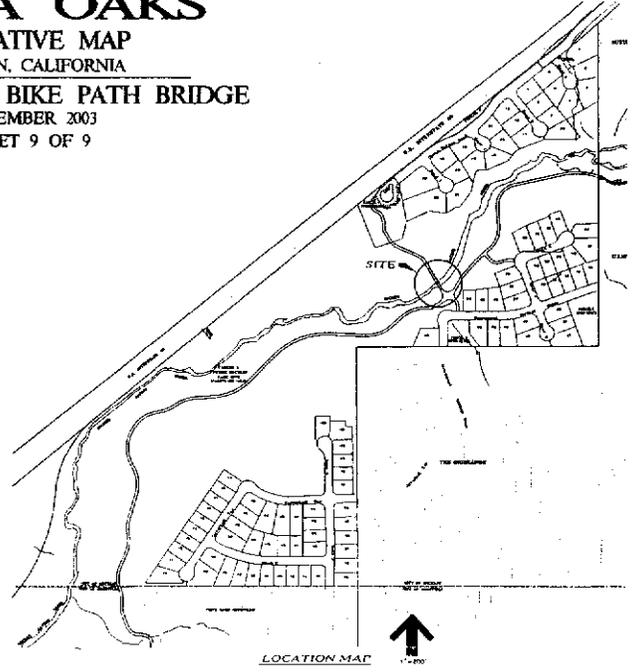
SECRET RAVINE BIKE PATH BRIDGE

DECEMBER 2003
SHEET 9 OF 9



OWNER / DEVELOPER
 RONALD CURTIS
 222 EAST 4TH STREET
 ROCKLIN, CA 95765
 (709) 309-8211
 FAX: (209) 599-7021

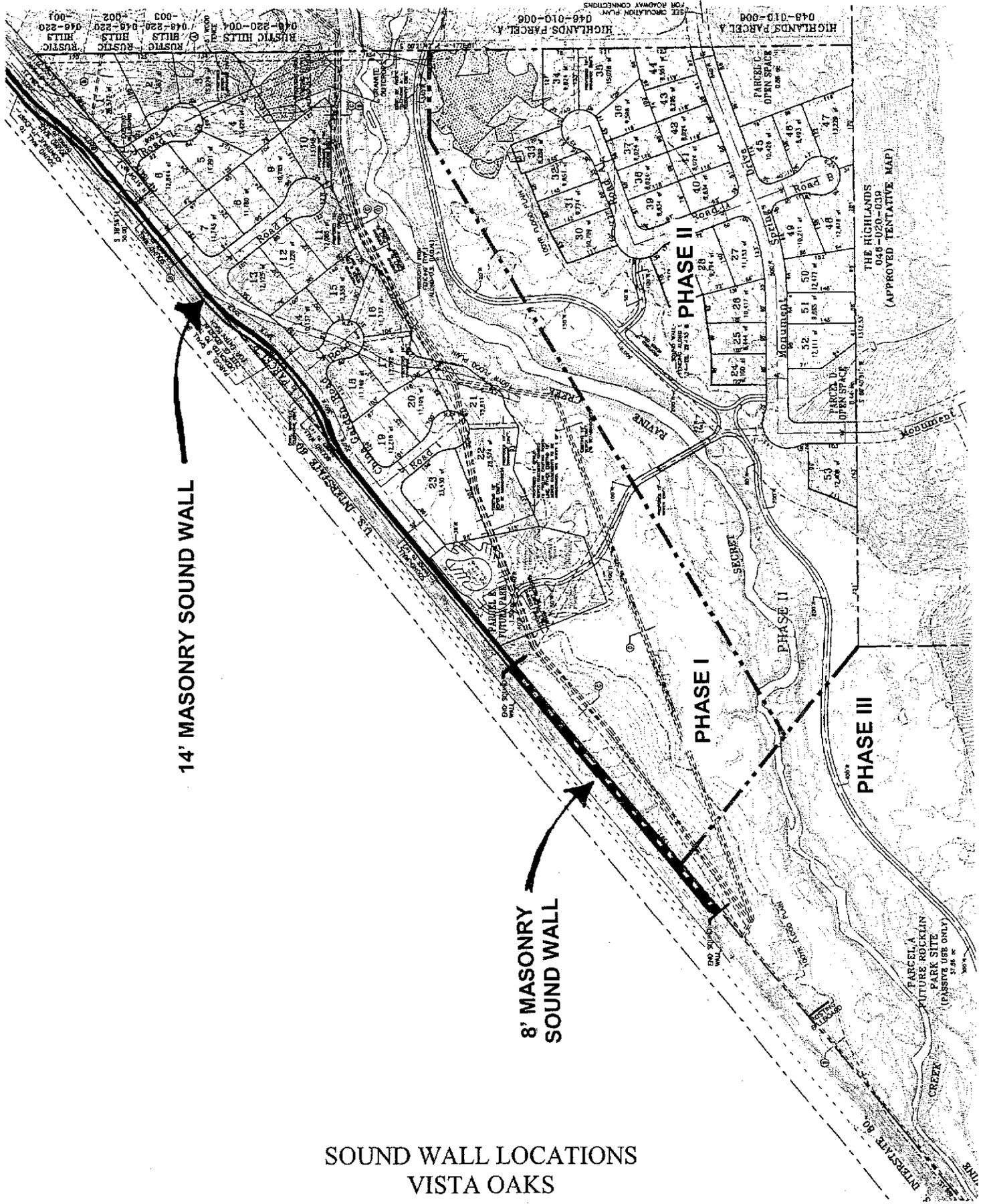
ENGINEER
 TIA ENGINEERING & LAND PLANNING
 1528 ELREKA ROAD, SUITE 100
 ROSEVILLE, CA 95661
 (916) 786-0865
 FAX: (916) 786-0529



REVISED: SEPTEMBER 2000
 REVISED: JANUARY 2003
 REVISED: SEPTEMBER 2004
 REVISED: FEBRUARY 2005

TIA
 ENGINEERING & PLANNING
 1528 ELREKA ROAD, SUITE 100
 ROSEVILLE, CA 95661

EXHIBIT B



14' MASONRY SOUND WALL

8' MASONRY SOUND WALL

SOUND WALL LOCATIONS
VISTA OAKS
SD-2001-04

RESOLUTION NO. 2006-354

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
A TENTATIVE SUBDIVISION MAP
(Highlands Parcel A / SD-2003-05, TRE-2003-33)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Tentative Subdivision Map (SD-2003-05, TRE-2003-33) allows the subdivision of 30.14 acres generally located south of the Rustic Hills subdivision into 20 residential lots and 4 open space parcels.

B. An Environmental Impact Report prepared for this project has been certified via City Council Resolution No.2006-349.

C. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

D. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

F. The site is physically suitable for the proposed type and density of development.

G. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

H. The design of the subdivision and type of improvements will not cause serious public health problems.

I. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

J. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Highlands Parcel A tentative subdivision map (SD-2003-05, TRE-2003-33) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby recommended for approval, subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer for the purpose of filing with the City Council. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Utilities

- a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA ENGINEERING)

- b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans. (SPMUD, ENGINEERING)

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to the City and SPMUD prior to approval of the sewer plan for the project. (ENGINEERING)

- c. Telephone, Gas, and Electricity – Telephone, gas and electrical service shall be provided to the subdivision from Roseville Telephone, Pacific Bell, and Pacific Gas & Electric (PG&E). (APPLICABLE UTILITY, ENGINEERING)
- d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)
- e. Prior to recordation of final map, the project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public landscaping, improvements such as sound walls, and provision of new or enhanced services such as street lighting. (FINANCE, ENGINEERING, PUBLIC WORKS)

It is anticipated that the following will be necessary:

Annexation into: CFD No. 1, Lighting & Landscaping District No. 2, CFD No. 5 (annexation into CFD No. 5 to also cover maintenance of the portion of the Monument Springs Drive Extension and Bridge that is located in Placer County).

De-annexation from: Lighting & Landscape District No. 1

2. Schools

- a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):
 - 1) At the time of issuance of a building permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995, to the satisfaction of the Rocklin Unified School District.
 - 2) The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

3. Fire Service

- a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency (PCWA). (PCWA, FIRE, ENGINEERING)
- b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)
- c. An Open Space Management and Fuel Modification Plan shall be prepared by the subdivider and approved by the City of Rocklin prior to recording of any final maps for the project. The Open Space Management and Fuel Modification Plan shall provide for but not be limited to the following (ENGINEERING, PUBLIC WORKS, FIRE) (VII-1.):
 - 1) Identification of thirty (30') foot wide fuel modification (fuel break) zones in all open space areas where adjacent to residential parcels (on and off site), taking into account Elderberry bushes and their surrounding none disturbance areas, to reduce fire hazards.
 - 2) Thinning and removal of vegetation in the open space areas to create and maintain the fuel modification zones. Said thinning shall consist of pruning all tree branches to approximately six (6') feet above grade and trimming grasses and shrubs to maintain them at not more than approximately six (6") inches in height.

4. Improvements/Improvement Plans

Project improvements shall be designed, constructed and / or installed as shown on the approved improvement plans, in compliance with applicable city standards including but not limited to the City's Standard Specifications then in effect. The project improvement plans shall be subject to and / or provide for the following (ENGINEERING, PLANNING):

- a. Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances. (ENGINEERING)
- b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer. (ENGINEERING)
- c. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s). The grading and drainage plan shall include the following:
 - 1) All storm drainage run-off from site shall be collected into a City standard sand and oil trap manhole (or an equal as approved by the City Engineer) prior to discharge of storm run-off offsite.
 - 2) Individual lot drainage including features such as lined drainage swales.
 - 3) All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.
 - 4) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If

the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.

- 5) Prior to any grading or construction activities, the applicant shall comply with the provisions of Attachment 4 in the City's Storm water Permit to the satisfaction of the City Engineer. (4.4MM-3b)
- 6) Construction related and permanent Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design and / or noted on the Improvement Plans as appropriate to reduce urban pollutants in runoff, consistent with goals and standards established under Federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Storm water runoff BMPs selected from the Storm Water Quality Task Force, the Bay Area Storm Water Management Agencies Association Start at the Source – Design Guide Manual, or equally effective measures shall be identified prior to final design approval and shall be incorporated into project design and / or noted on the Improvement Plans as appropriate.

To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs shall be identified in on improvement plans. (4.4MM-4a)

- d. Prior to any grading or construction activities, the subdivider shall:
 - 1) Obtain a General Construction Activity Storm water Permit as a part of the National Pollutant Discharge Elimination System (NPDES) permit process from the Regional Water Quality Control Board. (ENGINEERING) (4.4MM-3a)
 - 2) Submit verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the project meets all regulations and that the subdivider has obtained all required permits relating to wetlands and waterways. (ENGINEERING)
- e. The following subdivision improvements shall be designed, constructed, and/or installed:

- 1) All on-site standard subdivision improvements, including streets, curbs, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants.
- 2) Developer shall dedicate to City a telecommunication easement, and shall install and dedicate to City telecommunication conduit within the easement. The easement shall be located in the public utility easement of each street within the subdivision, and any adjacent streets as necessary to connect the easement to the City's public street and easement network. The easement shall be for telecommunications use by City, in whatever manner the City may, in its sole discretion, elect. The conduit shall be large enough for at least two (2) sets of coaxial cable (approximately three (3) inches total diameter), shall include access to the cable spaced at reasonable distances, and shall otherwise comply with City standards and specifications in effect at the time the conduit is installed.

Developer shall provide any City telecommunication franchisee, including any cable television franchisee, access to the easement for the purpose of installing cable and conduit while the public utility trench is open and prior to the street being paved.

- 3) The following on-site special improvements, timing of construction shall be as noted in Condition 12. Phasing, below:
 - i. Along any property line where any residential lot abuts an open space area, except where masonry sound walls are required for noise attenuation, the following fencing shall be required to be installed (ENGINEERING, PLANNING):
 - (a) Within 25-feet of the public right-of-way a 30-inch high masonry wall constructed of double sided split faced block with a grey granite color with a decorative concrete cap.
 - (b) More than 25-feet from the public right-of-way 30-inch high masonry wall constructed double sided split faced block with a grey granite color with a decorative concrete cap. The masonry wall shall be topped with a decorative tubular steel or wrought iron style fence constructed of medium gauge, or better, steel or aluminum powder-coated black or dark bronze approximately 42-inches in height for a total fence height of 6-feet.

- ii. Decorative tubular metal fencing approximately 3'-6" high installed 10 - feet back of sidewalk where open space areas are adjacent to streets. Said fencing shall be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Gates / opening shall be located at the access points to the trail system as indicated on Exhibit A and as required by the Public Works Director for maintenance access. (ENGINEERING, PUBLIC WORKS, PLANNING)
 - iii. An off-road trail system through Parcel A, as shown on Exhibit A, with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system shall be implemented where the trail system connects to all public streets and rights-of-way. (ENGINEERING, FIRE, PUBLIC WORKS)
 - iv. Implement the approved Open Space Management and Fuel Modification Plan. (VII-1) (ENGINEERING, FIRE, PUBLIC WORKS)
- 4) The following off-site improvements:
- i. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the project site prior to recording a final map. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Granite Lake Estates subdivision (SD-2000-02) approval. (ENGINEERING, PLANNING)
 - ii. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive from its current terminus in the Rocklin Highlands project to the project site prior to recording a final map. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Vista Oaks tentative subdivision map (SD-2001-04) approval. (ENGINEERING, PLANNING)
- f. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC WORKS, PLANNING)

- 1) Landscaping to be installed in the following areas:
 - i. In a 10-foot wide strip immediately behind the public curb and / or sidewalk as applicable where open space parcels A, C, and D abut a public street.
- 2) The landscaping plan shall be prepared by a landscape architect and shall include:
 - i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Shrubs shall be a minimum five-(5) gallon and trees a minimum of 15 gallon.
 - ii. A section diagram of proposed tree staking.
 - iii. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.
 - iv. Use of granite or moss rock boulders along the planting areas.
 - v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.
 - vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.
 - vii. Landscaping in the open space areas adjacent to the public rights-of-way shall provide for a mix of drought tolerant trees, shrubs, and groundcovers substantially similar to the landscaping along the edge of open space areas in the adjacent Highlands Phase 3 & 4 project.
 - viii. Landscaping in the traffic calming island shall consist of drought tolerant trees and low growing ground covers.
- 3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and

insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.

- 4) The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of-way until such time as the City takes over maintenance of the landscaping.
- g. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map (including but not limited to an easement for the trail across Parcel A); provided, that street rights-of-way shall be offered by means of an irrevocable offer of dedication (IOD). (ENGINEERING)
- h. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan and shall be accompanied by financial security to ensure implementation of the plan. (ENGINEERING)
- i. Prior to commencement of grading, the subdivider shall submit a dust control plan for approval by the City and the Placer County Air Pollution Control District. This plan shall identify adequate dust control measures and shall provide for but not be limited to the following (4.8MM-2a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT):
- 1) A pre-construction meeting prior to any grading activities to discuss the construction emission / dust control plan with employees and / or contractors. The Placer County Air Pollution Control District is to be invited.
 - 2) The subdivider shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations.
 - 3) The subdivider shall provide for a representative, certified by the California Air Resources Board (CARB) to perform Visible Emissions Evaluations (VEE), to routinely evaluate compliance to Rule 228, Fugitive Dust.
 - 4) It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time.
 - 5) If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as not to exceed District Rule 228 Fugitive Dust Limitations.

- 6) An enforcement plan established in coordination with the Placer County Air Pollution Control District to weekly evaluate project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. (4.8MM-2d)
- j. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to (4.5MM-5) (ENGINEERING):
- Recommendations for building pad and footing construction;
 - Use of soil stabilizers or other additives; and
 - Recommendations for surface drainage.
- k. Prior to any grading or construction activities including issuance of improvement plans, the improvement plans shall clearly indicate that if shallow ground water exists at the time of proposed grading, subdrainage shall be installed in advance of the grading operations to de-water soils within the depth of influence of grading to the extent reasonable. A qualified geologist and/or geotechnical engineer shall estimate the configuration and design of the subdrain systems during exposure of field conditions at the time of or immediately before construction. The contractor may also recommend an alternative which may be mutually agreed upon by the City Engineer and Public Works Director.(4.5MM-4) (ENGINEERING)
- l. Improvement plans shall contain provisions to ensure that (4.5MM-1) (ENGINEERING):
- 1) Fill placed on slopes steeper than a 6:1 slope gradient (horizontal to vertical), shall be provided with a base key at the toe of the fill slope. The base key shall extend approximately two feet (vertically) into firm material. Fill slopes constructed on the site are expected to be stable if

they are constructed on gradients no steeper than 2:1 (horizontal to vertical) and are provided with a base key.

- 2) Cut slopes in surficial soil or stream deposits shall not exceed a 2:1 gradient. Cut slopes in underlying rock may be stable at gradients up to 1.5:1 depending on the degree of cementation, groundwater seepage, and the orientation of fractures.
- m. If construction is proposed by the developer during the breeding season (February-August) of special-status migratory bird species, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction migratory bird survey of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified biologist in order to identify active nests of any special-status bird species on the project sites. The results of the survey shall be submitted to the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If active nests are found, an adequately sized temporary non-disturbance buffer zone shall be determined based on California Department of Fish & Game consultation, shall be established around the active nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January). (4.6MM-2a) (ENGINEERING, PLANNING)
- n. Prior to any grading or construction activities, including issuance of improvement plans, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction breeding-season survey (approximately February 15 through August 1) of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

If phased construction procedures are planned for the proposed project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to the City of Rocklin following the completion of the survey that includes, at the minimum, the following information:

- A description of methodology including dates of field visits;
- The names of survey personnel with resume;
- A list of references cited and persons contacted;
- A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, further mitigation would not be required. However, should any raptor species be found nesting on the project site, the following mitigation measures shall be implemented (~~4.6MM-13a~~) (ENGINEERING, PLANNING):

- 1) Construction activities shall avoid any identified raptor nest sites during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone would be determined by a qualified raptor biologist in consultation with the City of Rocklin and California Department of Fish & Game. Highly visible temporary construction fencing shall be installed delineate the buffer zone. (~~4.6MM-13b~~)
 - 2) If the nest of any legally-protected raptor species is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young are no longer dependent on the nest site, as determined by a qualified biologist. (~~4.6MM-13c~~)
- o. Prior to any grading or construction activities including issuance of improvement plans a pre-construction survey for western pond turtle shall be conducted by a qualified biologist, to determine presence or absence of this species in the project site. If construction is planned after April 1st, this survey shall include looking for turtle nests within the construction area. If northwestern pond turtles are not found within the project site, no further mitigation is required. If juvenile or adult turtles are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If a nest is found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the turtles have hatched.

If a turtle is observed on the site, work shall cease in the area until the turtle can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if

construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2c) (ENGINEERING, PLANNING)

- p. Prior to any grading or construction activities including issuance of improvement plans a pre-construction protocol-level survey for western spadefoot toad shall be conducted by a qualified biologist, to determine presence or absence of this species on the project sites. The survey shall be conducted in accordance with all applicable California Department of Fish & Game guidelines. If western spadefoot toads are not found within the project site, no further mitigation is required. If juvenile or adult spadefoot toads are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If spadefoot toad eggs are found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the toads have hatched. (ENGINEERING, PLANNING)

If a spadefoot toad is observed on the site, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2e) (ENGINEERING, PLANNING)

- q. Prior to issuance of Improvement Plans, the subdivider shall apply for and obtain all permits and approvals from the Army Corps of Engineers and the California Department of Fish and Game as required by those agencies or provide written verification from the applicable agency that no permits are required. The subdivider shall comply with the terms and conditions of all such permits. (4.6MM-8a, 4.6MM-8b, & 4.6MM-8c) (ENGINEERING)
- r. Prior to any grading or construction activities including issuance of improvement plans, pre-construction protocol-level surveys shall be conducted by a qualified biologist on the portions of the project sites planned for development, in order to identify the presence of any of the following special-status plant species: Boggs Lake hedge-hyssop (*Gratiola heterosepala*), Sacramento Orcutt grass (*Orcuttia viscida*), Slender Orcutt grass (*Orcuttia tenuis*). Pre-construction protocol-level surveys shall be conducted during the appropriate blooming period (March-October) for all plant species to adequately ensure recognition of potentially-occurring species. Because the blooming period of all potentially-occurring plant species covers a wide range, a minimum of three focused rare plant surveys timed approximately one month apart are recommended from April through June to cover the peak blooming period. The results of the surveys shall be

submitted to California Department of Fish & Game and the City of Rocklin for review.

If, as a result of the survey(s), special-status plant species are determined not to occur on the sites, further action shall not be required. If special-status plant species are detected on either site, locations of these occurrences shall be mapped with GPS and consultation with California Department of Fish & Game shall be initiated, and a mitigation plan shall be prepared based on the consultation. The plan shall detail the various mitigation approaches to ensure no net loss of plant species. (~~4.6MM-11~~) (ENGINEERING, PLANNING)

- s. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of elderberry shrubs by either (~~4.6MM-12a~~ & ~~4.6MM-12c~~):
 - 1) Documenting that the project design avoids all elderberry shrubs on the project site.
 - 2) Submitting written verification that the necessary take permit for Valley Elderberry Longhorn Beetle (VELB) has been obtained from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process. All necessary steps required to comply with the take permit including avoidance and replacement of elderberry shrubs consistent with United States Fish and Wildlife Service guidelines must be incorporated into the project improvement plans.
- t. Prior to any grading or construction activities protective fencing shall be placed around all elderberry shrubs not scheduled for removal to create a 100-foot buffer protection zone around each shrub. All construction activities and equipment shall remain outside of the 100-foot buffer protection zone throughout the construction period. Where it is not feasible to provide the 100-foot protection zone the subdivider shall consult with the United States Fish and Wildlife Service to determine alternative measures to reduce impacts of construction activities to the elderberry shrubs and documentation of said consultation provided to the City. All construction activities shall be monitored by a qualified biologist to verify compliance with the above. The qualified biologist shall provide documentation of compliance to the City. (~~4.6MM-12b~~) (ENGINEERING, PLANNING)
- u. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified paleontologist has been retained to monitor construction activities and provide written reports to the City. The

paleontologist shall be on site at all times work is occurring during the grading and trenching phases of the project in order to observe and assess the potential for discovering paleontological resources. If after the grading and trenching phase the potential discovering paleontological resources appears to be minimal as determined the qualified paleontologist, periodic monitoring may be made thereafter. (4-10MM-2a) (ENGINEERING, PLANNING)

- v. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained to monitor construction activities and provide written reports to the City on the following issues. Each shall be reflected on the improvement plans prior to issuance. (ENGINEERING, PLANNING)

- 1) Prior to any grading or construction activity, the subdivider/developer, in consultation with a qualified archeologist, shall erect orange construction fencing which fully encloses the identified prehistoric sites in order to prevent vehicular and pedestrian access during construction. Placement of the fencing shall be determined by a qualified archaeologist. Either subsequent to or in place of the orange construction fencing, a six-foot high permanent fence designed to restrict pedestrian and vehicular access shall be placed around the perimeter(s) of each site, a locked gate shall be installed in the same perimeter fencing. Said fencing shall be constructed of medium gauge, or better, steel or aluminum decorative tubular metal fencing powder coated black or bronze. Placement and erection of the fencing shall be monitored by the archaeologist. In addition, the applicant/developer shall prepare a long-term resource management plan, which allocates responsibility for preservation in perpetuity, including but not limited to, fence maintenance, weed abatement, and shall identify funding sources and responsible parties.

- Or -

If fencing and preservation are not considered feasible as determined by the City of Rocklin, prior to any grading or construction activity the applicant/developer shall retain a qualified archeologist to prepare, adopt, and implement a data recovery program for the eligible prehistoric sites in consultation with the City of Rocklin. (4-10MM-1b)

- 2) Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained, to

conduct archaeological test excavations adjacent to the bedrock milling station (the creek-side component of Highlands #2) to determine if cultural deposits are present and if the location is then eligible for the California Register of Historic Resources (CRHR) or qualifies as a “unique archaeological resource” under CEQA.

If the creek-side component of Highlands #2 is eligible for the CRHR or qualifies as a “unique archaeological resource” under CEQA, then the Highlands #2 component shall be surrounded with orange construction fencing prior to any ground-disturbing activity on the project area (monitored by a qualified archaeologist) and the trail or road moved up hill (southward) to avoid this component of Highlands #2.

- Or -

If moving the trail or road southward to avoid this component of Highlands #2 is infeasible as determined by City staff, and the creek-side component of Highlands #2 is eligible for CRHR, the affected component of this archaeological site shall be buried with on-site soil, or, if off-site soil is necessary, it shall be chemically compatible soil. Burial shall occur prior to constructing the trail or road, and the burial shall be monitored by the archaeologist. Once the direct burial is accomplished, construction of the trail or road over the ditch may proceed. Because the Highlands #2 component site is located within a federal botanical mitigation area for Valley elderberry longhorn beetle, other requirements may restrict the mitigation options. (4-10MM-11c)
(ENGINEERING, PLANNING)

- 3) Intact segments of the historic ditch AF-31-67-H (CA-PLA-1211-H) shall be surrounded with orange construction fencing prior to any ground-disturbing activity on the project area (monitored by a qualified archaeologist) and the trail or road moved up hill (southward) to avoid AF-31-67-H.

-Or-

If moving the trail or road southward to avoid the historic ditch is infeasible as determined by City staff, the ditch shall be surrounded with orange construction fencing (monitored by a qualified archaeologist) prior to any ground-disturbing activity on the project area until direct burial of the affected portions of the historic ditch with on-site soil is initiated. If off-site soil must be used, it shall be

chemically compatible with the on-site soil. Once the direct burial is accomplished, construction of the trail or road over the ditch may proceed. In addition to placement of orange construction fencing, the archaeologist shall also monitor any direct burial. (~~4-10MM-1d~~)

- w. Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm water Management plan for preventing noncompliant storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)
- x. Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained and is available to monitor construction activities and provide written reports to the City. This notification shall include name(s) and 24 hour contact information. The storm water management professional shall be present on site at all times necessary when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management. The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. The storm water management professional shall monitor the site prior to, during, and after any storm events. (ENGINEERING)
- y. Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall pay a deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season.

Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements. (ENGINEERING)

- z. The following shall be included in the project notes on the improvement plans:

Water Quality

- 1) Project construction shall be restricted within 100 feet of Secret Ravine Creek or the Aguilar Road tributary to the dry months of the year (i.e., May through October). (4.4MM-4b)
- 2) Work shall be scheduled to minimize construction activities in “high-risk” areas and the amount of active disturbed soil areas, during the rainy season (October 15 through May 1). “High-risk areas” include those areas within 50 feet of the USGS water courses, 100-year floodplains, regulated wetlands, and where slopes exceed 16 percent. Unless specifically authorized by the City Engineer or his designees during the rainy season, the developer shall not schedule construction activities in the “high-risk areas” or schedule to have more area of active disturbed soil area than can be managed in conformance with the regulations of the City of Rocklin, the Water Quality Control Board, or any other agency having jurisdiction in this area. (4.4MM-3c)

Air Quality

- 3) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
- 4) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
- 5) All adjacent paved streets shall be swept during construction.
- 6) All trucks leaving the site shall be washed off to eliminate dust and debris.
- 7) All construction equipment shall be maintained in clean condition.
- 8) All exposed surfaces shall be revegetated as quickly as feasible.
- 9) Stockpiles of sand, soil, and other similar materials shall be covered and the beds of trucks hauling these materials to or from the site shall be covered to minimize the generation of airborne particles as required by the City Engineer.
- 10) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.

- 11) Construction equipment shall be properly maintained and tuned.
- 12) Low emission mobile construction equipment shall be utilized where possible.
- 13) Open burning of removed vegetation shall be prohibited. Vegetative material shall be chipped or delivered to waste or energy facilities. (4.8MM-2g)
- 14) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. (4.8MM-2b)
- 15) Idling time on the project site shall be limited to five (5) minutes for all diesel power equipment. (4.8MM-2e)
- 16) The California Air Resources Board (CARB) diesel fuel shall be used for all diesel-powered equipment. (4.8MM-2f)
- 17) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used for an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average of 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products alternative fuels, engine retrofit technology, after-treatment products, and / or other options as they become available. As a resource, the Placer County Air Pollution Control District suggest contractors can access the Sacramento Metropolitan Air Quality Management District's web site, at <http://www.airquality.org/deqa/Constructionmitigationcalculator.xls>, to determine if their off-road fleet meets the requirements listed in this measure. (4.8MM-2c)

Archeological and Paleontological Resources

- 18) Heavy equipment operators shall be briefed by the project paleontologist to gain awareness of visual identification techniques in order to identify potential paleontological resources. (4.10MM2b)
- 19) If any paleontological resources are discovered during construction activities, all work shall be halted in the vicinity of the find and the

project paleontologist shall be consulted and the City's Community Development Director shall be notified. Upon determining the significance of the resource, the consulting paleontologist, in coordination with the City, shall determine the appropriate actions to be taken, which may include excavation. (4-10MM-2c)

- 20) If during construction outside of the areas designated as the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and an appropriate Native American representative shall be immediately notified unless the find is clearly not related to Native American's. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the sub divider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtain from the Indian Community within 72 hours (excluding weekends and State and Federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1. (4-10MM-4a)
- 21) Should human remains be found, then the Coroner's office shall be immediately contacted and all work halted until final disposition is made by the Coroner. Should the remains be determined to be of Native American descent, then the Native American Heritage Commission shall be consulted to determine the appropriate disposition of such remains. (4-10MM-4b)

Noise

- 22) Mufflers shall be installed on all equipment with high engine noise potential. The equipment shall be turned off when not in use. (4.9MM-1a)
- 23) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible. (4.9MM-1a)
- 24) The project shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and between 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the City Engineer or Building Official. (4.9MM-1b)

Geotechnical, Blasting

- 25) If blasting activities are to occur in conjunction with the improvements, the contractor shall conduct the blasting activities in compliance with state and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any on-site blasting activities. The permit application shall include a description of the work to be accomplished and a statement of the necessity for blasting as opposed to other methods considered including avoidance of hard rock areas and safety measures to be implemented such as use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to insure proper site access and traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame in which blasting will occur in order to limit noise and traffic inconvenience. A note to this effect shall be included on the project's Improvement Plans. (4.9MM-1b & 4.5MM-7)

Biological Resources

- 26) If a horned lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2b)
- 27) If a yellow-legged frog is observed on the site during the construction phase, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2d)

5. Special Provisions

- a. To comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), the final map shall provide for the following (ENGINEERING):
 - 1) Delineation of the 100-year floodplain elevation(s);
 - 2) Identification of a finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;
 - 3) Recordation of a flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.

- b. Prior to or concurrent with the recording of final maps for each phase of the project, the following provisions shall be recorded by separate instrument to be implemented with the issuance of building permits for development of each lot created by this subdivision (ENGINEERING):
 - 1) All residential lots in the Vista Oaks subdivision as indicated on Exhibit A are subject to Rocklin Municipal Code section 15.04.120.C.2. requiring a fire sprinkler system in each home.

- c. Prior to recording of a final map for any phase of the project the subdivider shall provide evidence that the following have been satisfied (ENGINEERING):
 - 1) The project shall implement an offsite mitigation program, coordinated through the Placer County Air Pollution Control District, to offset the project's long-term ozone precursor emissions. The project offsite mitigation program must be approved by Placer County Air Pollution Control District. The project's offsite mitigation program provides monetary incentives to sources of air pollutant emissions within the projects' air basin that are not required by law to reduce emissions. Therefore, the emissions reductions are real, quantifiable and implement provisions of the 1994 State Implementation Plan. The offsite mitigation program reduces emissions within the air basin that would not otherwise be eliminated.

In lieu of the applicant implementing their own offsite mitigation program, the applicant can choose to participate in the Placer County Air Pollution Control District Offsite Mitigation Program by paying an equivalent amount of money into the District program. The actual amount of emission reduction needed through the Offsite mitigation

Program would be calculated when the project's average daily emissions have been determined. (4.8MM-5a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT)

- d. Prior to recording a final map for the Highlands Parcel A project the project shall provide for the reimbursement of a fair share of the costs to build the Monument Springs Bridge consistent with the provisions of Ordinance 856 by:
 - 1) The subdivider shall provide funding to the City sufficient to pay for the preparation of an independent analysis to determine the entire Highlands Parcel A project's "fair share" of the costs associated with the construction of the Monument Springs Bridge. Said analysis shall establish a per lot fee to be applied equally to all of the residential lots created by the Highlands Parcel A subdivision. (CITY ATTORNEY, ENGINEERING)
 - 2) Once the Highlands Parcel A project's fair share of the Monument Springs Bridge has been established by the independent analysis required above the project shall satisfy its reimbursement requirement by either (ENGINEERING):
 - i. The "fair share" contribution for the construction of the Monument Springs Bridge identified by the approved analysis shall be paid to the City of Rocklin for each the lots created in that phase; or
 - ii. If a Community Facilities District has been established to fund the Monument Springs Bridge and ancillary improvements the subdivider shall cause the entire Highlands Parcel A project to be annexed into said Community Facilities District prior to or concurrently with the recordation of the first phase of project development.

6. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the

State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS, ENGINEERING)

7. Flood and Drainage Control Agreement

The property owner shall enter into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from developer's construction of improvements or development of the project and shall be recorded and binding on successors in interest of developer. (ENGINEERING)

8. Oak Tree Removal and Mitigation

- a. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, an inventory of all existing trees in the subdivision and in the phase in question shall be provided along with a schedule of removal of those trees shown on the improvement plan to be removed with that phase shall be submitted for review. (PLANNING, ENGINEERING)
- b. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. The protection measures shall include but are not limited to appropriate fencing around those trees to remain. The protection measures shall be incorporated into the subdivision improvement plans or grading permit for any portion of the subdivision prior to approval. (ENGINEERING, PLANNING)
- c. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall provide verification that a certified arborist has been retained and prepared an inspection plan providing for the periodic inspection of the site during grading and construction and the necessary tree and root trimming to accommodate construction of roads, and trails. Said arborist will implement the inspection plan and provide written verification to the City

Engineer that the approved protection measures are properly implemented.
(4.6MM-4a)(ENGINEERING)

- d. Prior to recording a final map for any phase of the project the project arborist shall prepare a final list of all oak trees removed that are six inches in diameter or greater, including total number and inches of trees removed. Prior to recording the final map the subdivider shall mitigate for the removal of all oak trees within that phase that are six inches in diameter or greater, in compliance with the provisions of the City of Rocklin Tree Ordinance (Chapter 17.77 of the Rocklin Municipal Code (Ordinance 676), including planting replacement of trees and / or payment of in-lieu fees. If adequate locations cannot be found to replace all removed oak trees, then the remaining mitigation requirement shall be met through payment into the existing City of Rocklin Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (4.6MM-6a) (4.6MM-6b) (ENGINEERING, PLANNING)
- e. If planting of replacement is trees is proposed to mitigate for the removal of oak trees a tree planting plan and related five year irrigation system shall be included with the improvement plans for that portion of the subdivision prior to issuance. The plan shall specify monitoring requirements including required inspections for at least a five-year period to ensure that the trees are established and able to survive on their own. The replacement trees shall be a minimum of 15-gallons in size and of oak species native to the Rocklin area as listed in Appendix A of the City of Rocklin Oak Tree Preservation Guidelines. Replacement trees shall be planted within open space parcels A, C, and D as deemed feasible by a certified arborist or landscape architect. (4.6MM-6a) (PLANNING, ENGINEERING)

9. Parks

- a. Park fees shall be paid as required by Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. The amount of the fee per dwelling unit or lot is \$1,985. (BUILDING)

10. Riparian Area and Creek Protection

An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection (ENGINEERING, CITY ATTORNEY):

Parcels A, B, C, & D

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native or mitigation vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing except a tubular steel fence to be located 10-feet behind the back of curb or sidewalk as applicable where the parcel abuts a street; provided, that native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

11. Open Space – Ownership and Maintenance

The open space areas of the project, Parcels A, B, C, & D as indicated on Exhibit A, shall be owned and maintained by the Elliot Conservancy, a legal entity established and funded by Elliot Homes to own and maintain open space areas. Prior to recordation of a final map for the project the subdivider / developer shall provide verification that the Elliot Conservancy will comply with the following legal obligations (CITY ATTORNEY, ENGINEERING):

- a. Assume ownership of Parcels A, B, C, & D as indicated on Exhibit A upon recordation of the final map.
- b. Provide for the maintenance of the open space parcels including but not limited to the following:
 - 1) Responsibility for the maintenance of landscaping, perimeter fencing, the VELB preserve, and on going implementation of the Open Space Management and Fuel Modification Plan.
 - 2) Responsibility to monitor and report to the City of Rocklin on activities and violations of any of these conditions, easement restriction, or any other ordinance, rule or regulation of the City occurring within the common area.
 - 3) Statement that the City may, at its option, cause the maintenance of the common areas to be performed and assess (lien) the cost to the conservancy and / or Elliot Homes, Inc. in the event the open space areas are not maintained in accordance with the approved plans. (RMC §17.60.040)

12. Phasing

The project shall be recorded in a single phase. (ENGINEERING, PLANNING):

13. Monitoring

Prior to any grading or construction activities including issuance of improvement plans, for any phase of the project the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. (ENGINEERING)

14. Validity

- a. This entitlement shall expire two years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)
- b. This entitlement shall not be considered valid and approved unless and until the concurrent entitlements have been approved: General Plan Amendment, GPA-2006-03; Rezone, Z-2006-04; General Development Plan, and PDG-2003-02. (PLANNING)

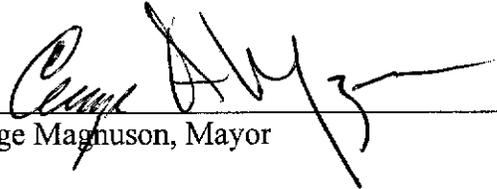
PASSED AND ADOPTED this 14th day November, 2006, by the following roll call vote:

AYES: Councilmembers: Hill, Yorde, Storey, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

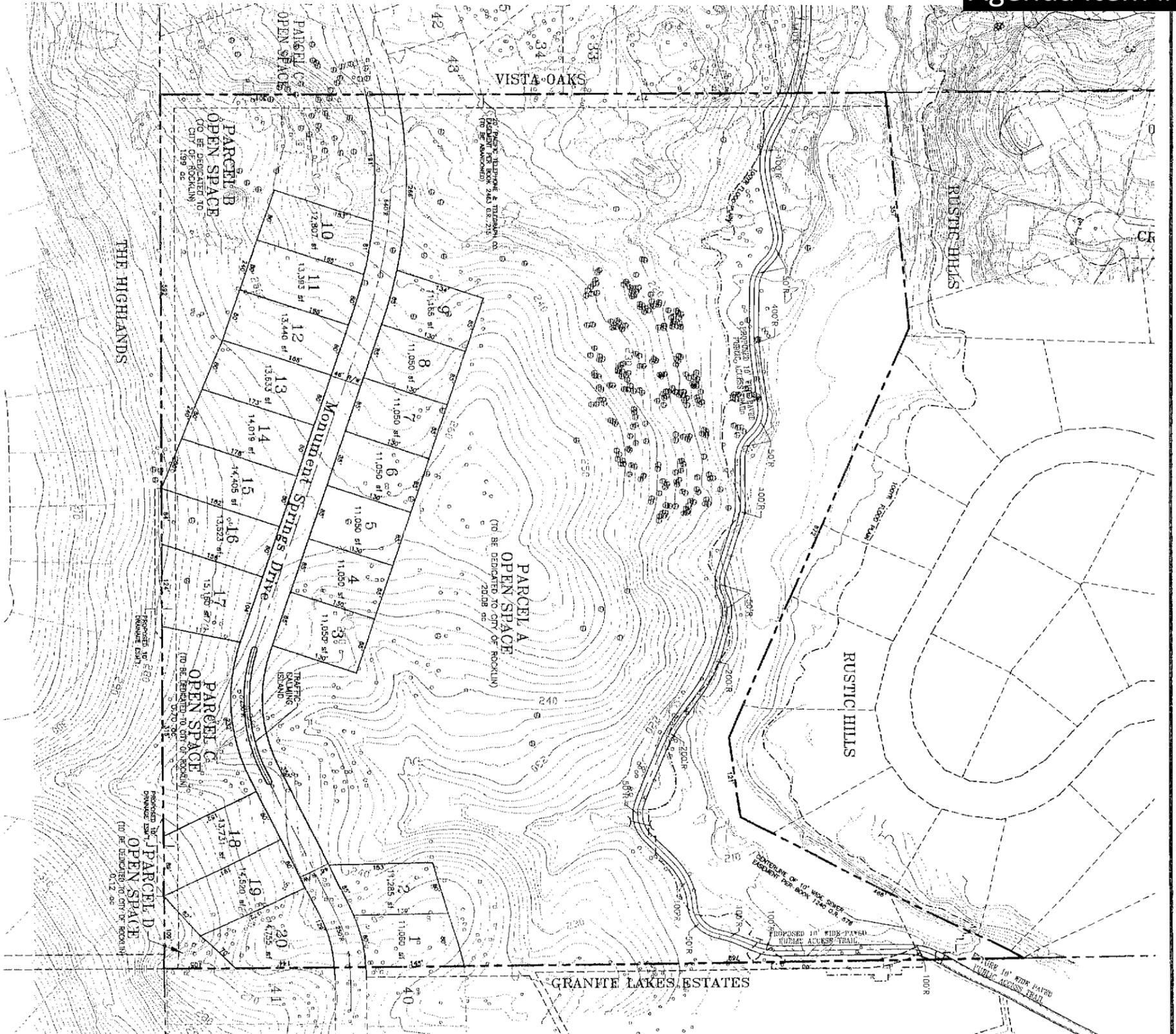
ABSTAIN: Councilmembers: Lund


George Magnuson, Mayor

ATTEST:


Barbara Ivanusich, City Clerk

E:\clerk\reso\Highlands A SD-2003-05 (CC 11-14-06).doc



OWNER / DEVELOPER

ELLIOTT HOMES INC.
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA. 95630-8574
(916) 984-1300
FAX: (916) 984-1322

ENGINEER

TIA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

PROJECT INFORMATION

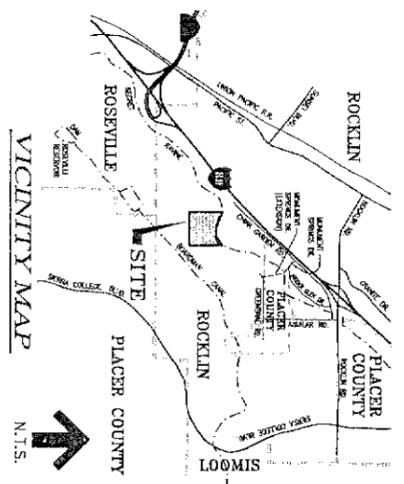
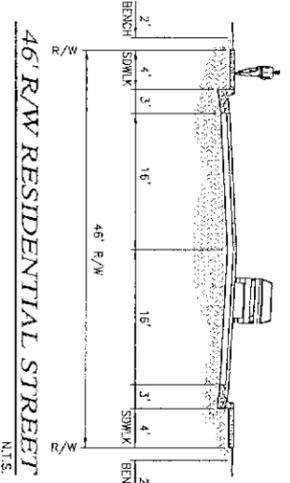
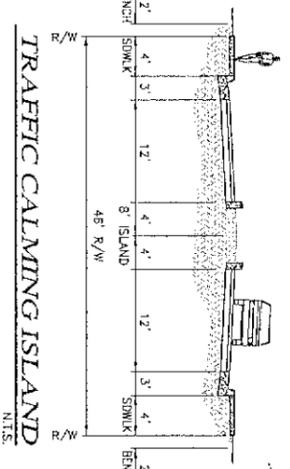
PROPERTY NOTES

ASSESSOR PARCEL NUMBERS	046-010-006
USE:	VACANT
EXISTING ZONING:	PD-1.5
PROPOSED ZONING:	PD-0.6
EXISTING GENERAL PLAN	LOW DENSITY RESIDENTIAL (LDR)
PROPOSED GENERAL PLAN	RURAL RESIDENTIAL
EXISTING NUMBER OF PARCELS	1
	ACRES
	30.14± ac.

PROPOSED USES		ACRES	PERCENT COVERAGE
RESIDENTIAL LOTS	20	5.81 ac.	19.3%
PUBLIC RIGHT-OF-WAY		1.46 ac.	4.8%
OPEN SPACE PARCELS			
A	20.06 ac.		66.6%
B	1.99 ac.		6.6%
C	0.70 ac.		2.3%
D	0.12 ac.		0.4%
SUB TOTAL	22.89 ac.		75.9%
TOTAL	30.14 ac.		100%

PROPOSED LOT STANDARDS

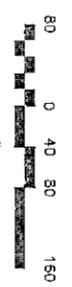
MINIMUM LOT SIZE	11,050 sq.ft.
AVERAGE LOT SIZE	12,661 sq.ft.
MAXIMUM LOT SIZE	15,160 sq.ft.
SETBACKS	
FRONT	25'
SIDE (INTERIOR)	10'
SIDE (EXTerior)	15'
REAR	25'
BUILDING COVERAGE	35%
BUILDING HEIGHT	30'



LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W
- 100'-R R. ROAD PLAN

10' PAVED PUBLIC ACCESS TRAIL N.T.S.



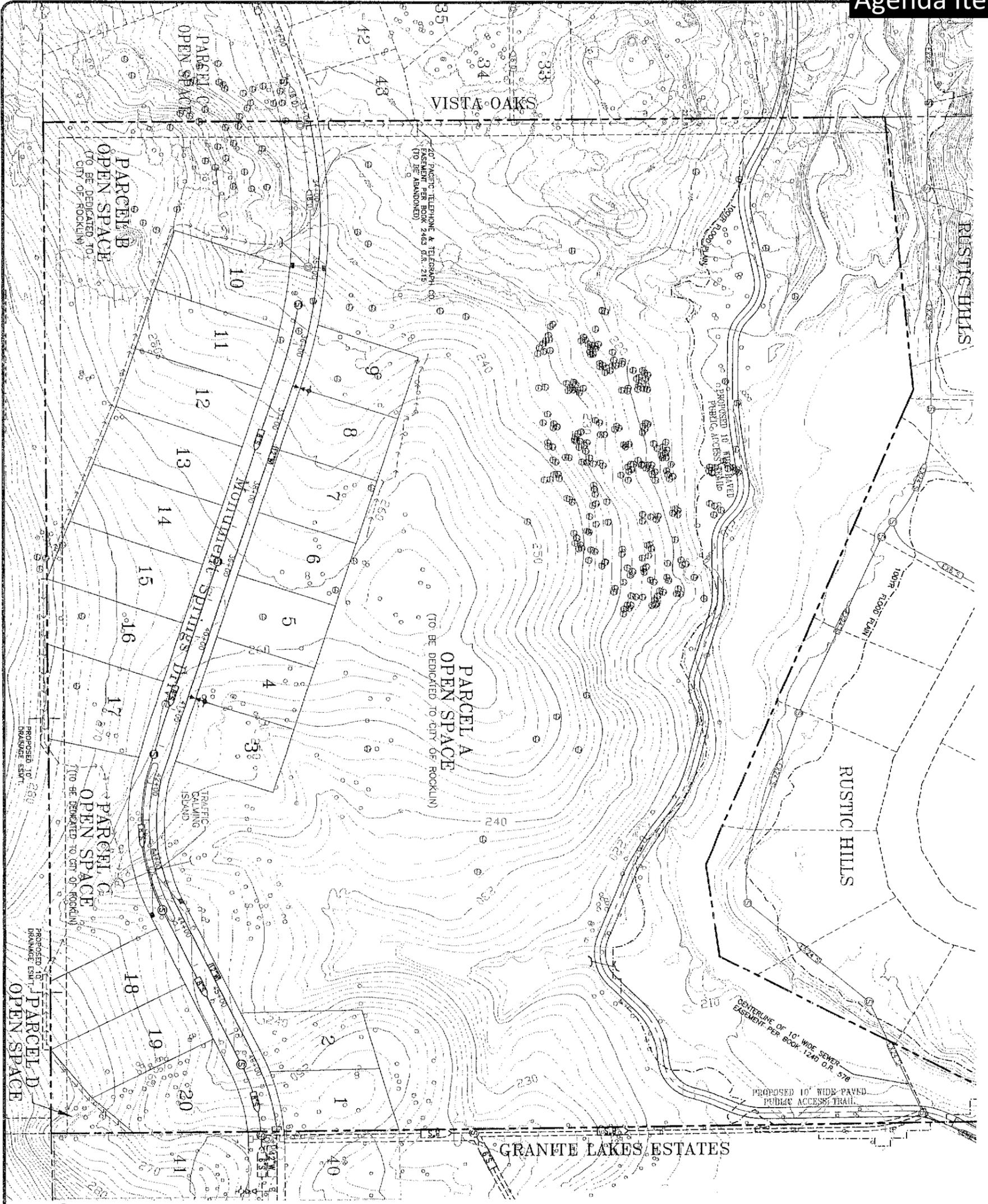
SHEET 2 OF 4

JULY 2003

HIGHLANDS PARCEL A TENTATIVE MAP ROCKLIN, CALIFORNIA LOTTING PLAN

(REVISED JANUARY 2005)
(REVISED SEPTEMBER 2004)
(REVISED MARCH 2004)
(REVISED JANUARY 2004)
(REVISED NOVEMBER 2003)

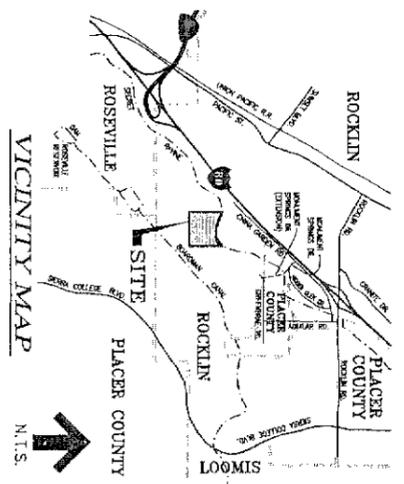
TIA
ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685



HIGHLANDS PARCEL A TENTATIVE MAP ROCKLIN, CALIFORNIA

UTILITY PLAN

JULY 2003
SHEET 3 OF 4



LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W
- 100-YR FLOOD PLAN
- PROPOSED WATER
- PROPOSED SEWER & M.H.
- PROPOSED STORM DRAIN & M.H.
- EXISTING SEWER & M.H.
- EXISTING STORM DRAIN & M.H.
- OFF-SITE WATER
- OFF-SITE STORM DRAIN & M.H.
- OFF-SITE SEWER & M.H.
- OFF-SITE STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET
- OFF-SITE WATER VALVE
- OFF-SITE FIRE HYDRANT ASSY.
- PROPOSED FIRE HYDRANT ASSY.

OWNER / DEVELOPER

ELLIOTT HOMES INC.
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA 95630-8574
(916) 984-1300
FAX: (916) 984-1322

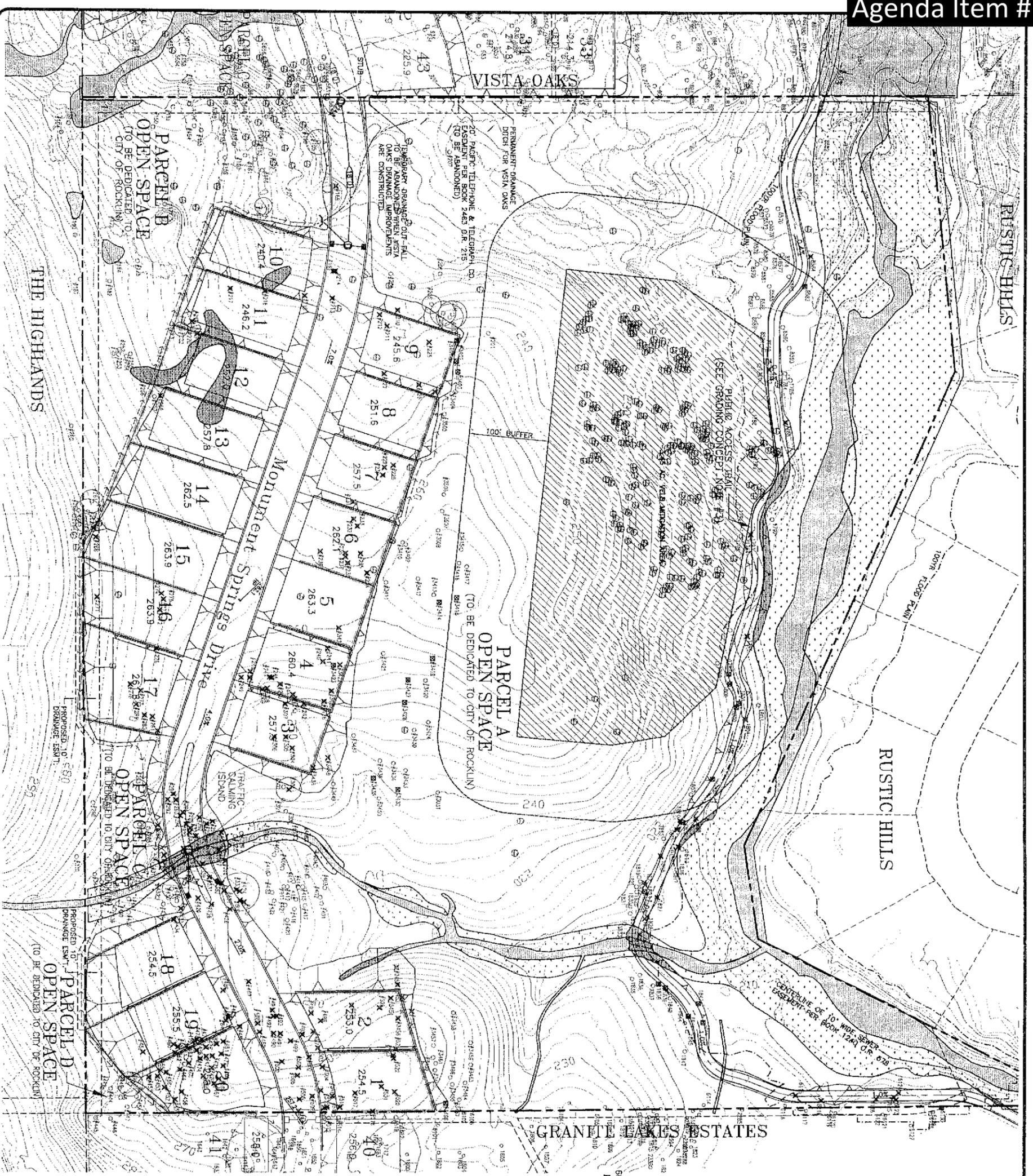
ENGINEER

TJA ENGINEERING & LAND PLANNING
1328 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0888
FAX: (916) 786-0529



(REVISED) JANUARY 2003
(REVISED) SEPTEMBER 2004
(REVISED) MARCH 2004
(REVISED) JANUARY 2004
(REVISED) NOVEMBER 2003

TJA
ENGINEERING & PLANNING
1328 EUREKA ROAD, SUITE 100
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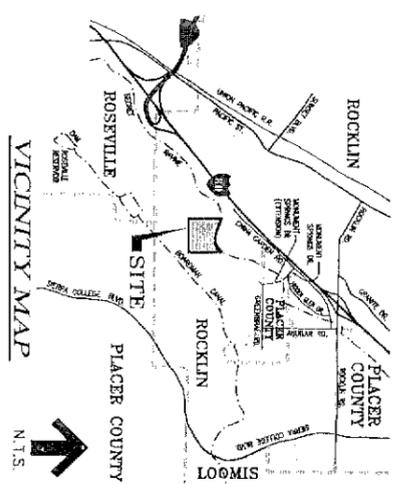
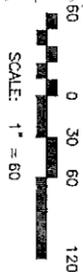


HIGHLANDS PARCEL A TENTATIVE MAP ROCKLIN, CALIFORNIA

GRADING & DRAINAGE PLAN

JULY 2003

SHEET 4 OF 4



WETLAND IMPACTS:

TOTAL WETLANDS	59,655 SQ. FT.	1.37 AC.	100%
WETLANDS IMPACTED	7,594 SQ. FT.	0.18 AC.	12.9%

RIPARIAN IMPACTS:

TOTAL RIPARIAN AREA	150,292 SQ. FT.	3.45 AC.	100%
RIPARIAN IMPACTED	5,447 SQ. FT.	0.13 AC.	3.6%

GRADING DISTURBANCE:

ROADWAYS	1.58 AC.	66,831 SQ. FT.
TOTAL GRADING	0.71 AC.	30,988 SQ. FT.
PAV GRADING	6.50 AC.	283,100 SQ. FT.
TOTAL GRADING	6.79 AC.	322,919 SQ. FT.
CUT/FILL 25,300 CY CUT	24,800 CY FILL	
NET	700 CY CUT	

GRADING CONCEPT NOTES:

1. MAXIMUM SLOPE SHALL BE 2:1.
2. RETAINING WALLS MUST BE USED IN PLACE OF 2:1 SLOPES.
3. PROPOSED 10' WIDE PAVED PUBLIC ACCESS SHALL NOT EXCEED 5% SLOPES.
4. ALL REMAINING WALLS SHALL BE BRN STICK, ROCKERY, OR MASONRY.

LEGEND

- OFF-SITE STORM DRAIN LINE
- PROPOSED STORM DRAIN & M.H.
- PROPOSED STORM DRAIN INLET
- LOT LINES
- PROJECT BOUNDARY
- R/W
- 100-YR FLOOD PLAIN
- WOOD FENCING
- IRON FENCING
- WETLAND AREA
- RIPARIAN AREA
- SLOPES OF 25% OR GREATER
- ELDERBERRY BUSH
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (OASD OR DYING)

TREE IMPACTS:

Tield Oak Trees within Development Footprint	308 (5452 sq. ft.)
Roads & Lot Area	208 (3782 sq. ft.)
Dead Tree Area	91 (1777 sq. ft.)
Tield Oak Tree Impact	173 (3120 sq. ft.)
Roads & Lot Area	150 (3134 sq. ft.)
Blind Tree Area	23 (428 sq. ft.)

NOTE:
1. Tree numbers do not include the 35 dead or dying trees recommended for removal by the project architect.
2. An additional 499 (9275 sq. ft.) oak trees are preserved.
3. 13 Elderberry bushes to be impacted.

(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: MARCH 2004)
(REVISED: JANUARY 2004)
(REVISED: NOVEMBER 2003)

TIA
ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0655



November 6, 2017

Mr. Bret Finning
 Planning Services Manager
 Economic and Community Development Dept.
 City of Rocklin
 3970 Rocklin Road
 Rocklin, CA 95677



Subject: Vista Oaks Subdivision (SD-2001-04, TRE-2001-30) – Tentative Map Extension

Dear Bret,

On behalf of our client I'm requesting a Tentative Map Time Extension for the subject project. Please find enclosed a check for \$4,587.00. As you are aware, the project entails construction of 100 homes in three specific construction phases each of which presents its own technical challenges.

A Beneficial Project

Construction of the project will bring many benefits to the City of Rocklin as a result of contemplative and careful planning. The benefits include, but are certainly not limited to:

- completing the final segment of Monument Springs Drive that would tie the Highlands area to the crossing of Secret Ravine Creek to the northeast at China Garden Road;
- completing the bike trail, in a premier and significant natural area, from the Granite Lakes Estates project in the east to the bike trail along Secret Ravine in Roseville to the west;
- constructing a bridge over Secret Ravine near the center of the Vista Oaks Project that provides connectivity to the bike trail previously mentioned;
- providing a sewer connection north from the Highlands properties south of Secret Ravine Creek, thereby allowing the abandonment and removal of SPMUD Lift Station 5; an action that SPMUD is keen on completing;
- sale of these future residential lots, which will help to fund the Monument Springs Bridge.

Timing Is Everything (and totally out of our control)

This project was approved by the City of Rocklin in late 2006 (our client paid the City in advance the EIR fees in 2002) at roughly the last peak of home prices in the pre-recession housing market. But even in 2005, a slow-down in the housing market was appearing and the buyers our client had under contract to purchase Vista Oaks lots walked away; their eventual purchase was partly contingent on acquisition of entitlements from the City. Today real estate prices are finally catching up to the development cost associated with this property. On and off-site improvements

the benefits of which make this project valuable to the City and which are mentioned above, also present the challenge of fitting our client's project into a favorable financial envelope.

On-going Effort

We think the proper financial "fit" is now emerging and we've been pushing forward conducting pre-emptive due-diligence this spring and summer anticipating home-builder interest this coming year. As but one example of the Vista Oaks project movement was our client's engagement of a local engineering firm this summer in a 30-percent design, geotechnical analysis, and cost estimation for the combined emergency access bridge/sewer pipe crossing across Secret Ravine Creek. This design work came at substantial time and expense, and represents our client's continued commitment to bringing this project to construction. This year we've also been engaged with Elliott Homes and a representative of the Granite Lakes Estates project to better understand each other's constraints, and cost sharing opportunities, towards completing the required off-site infrastructure and finishing all three projects. Separately, I'd gladly share with you our otherwise confidential cost estimation information in support of our diligent efforts this year.

With all this stated, I look forward to your positive recommendation for approval of the maximum available time extension. If you have any questions, need pdf exhibits or more information, etc. please don't hesitate to make contact with me at bshirhall@tla-inc.com or by direct phone at 916-462-8944.

Sincerely,



Brad Shirhall
Director of Planning

- c. Mr. Ron Guntert
Mr. Steve Chamberlain





November 6, 2017

Mr. Bret Finning
 Planning Services Manager
 Economic and Community Development Dept.
 City of Rocklin
 3970 Rocklin Road
 Rocklin, CA 95677



Subject: Highlands Parcel A Subdivision (SD-2003-05, TRE-2003-33) – Tentative Map Extension

Dear Bret,

On behalf of our client, Elliott Homes, I'm requesting a Tentative Map Time Extension for the subject project. Please find enclosed a check for \$4,587.00. As you are aware the project entails construction of 20 homes in a single construction phase.

A Beneficial Project

Construction of the project will bring many benefits to the City of Rocklin as a result of contemplative and careful planning. The benefits include, but are certainly not limited to:

- completing the final segment of Monument Springs Drive that would tie the Highlands area to the crossing of Secret Ravine Creek to the northeast at China Garden Road;
- completing the bike trail, in a premier and significant natural area, from the Granite Lakes Estates project in the east to the bike trail along Secret Ravine in Roseville to the west;
- financial participation in a bridge project that will carry a sewer connection north from the Highlands properties south of Secret Ravine Creek, thereby allowing the abandonment and removal of SPMUD Lift Station 5; an action that SPMUD is keen on completing;
- sale of these future residential lots, which will help to fund the Monument Springs Bridge.

Timing is Everything (and totally out of our control)

This project was approved by the City of Rocklin in late 2006 at roughly the last peak of pricing in the pre-recession housing market. Today real estate prices are finally catching up to the development cost associated with this property. On and off-site improvements, the benefits of which make this project valuable to the City and are mentioned above, also present the challenge of fitting it into a favorable financial envelope.

On-going Effort

This year we've also been engaged with the Vista Oaks project and a representative of the Granite Lakes Estates project to better understand each other's constraints, and cost sharing opportunities, towards completing the required off-site infrastructure and finishing all three projects.

With all this stated I look forward to your positive recommendation for approval of the maximum available time extension. If you have any questions, need pdf exhibits or more information, etc. please don't hesitate to make contact with me at bshirhall@tla-inc.com or by direct phone at 916-462-8944.

Sincerely,



Brad Shirhall
Director of Planning

c. Mr. Price Walker

RECEIVED
NOV 06 2017
BY: JS



CITY OF ROCKLIN

MEMORANDUM

PART II ENTITLEMENTS

DATE: November 14, 2006

TO: Honorable Mayor and City Council

FROM: Carlos A. Urrutia, City Manager
Terry A. Richardson, Community Development Director
Sherri Abbas, Planning Services Manager
Bret Finning, Associate Planner

RE: Vista Oaks / Highlands Parcel A

Vista Oaks: GPA-2002-04, PDG-2001-07, Z-2002-02, SD-2001-04, TRE-2001-30, DR-2002-21

Highlands Parcel A: GPA-2006-03, PDG-2003-02, Z-2006-04, SD-2003-05, TRE-2003-33

RESO: 2006-349, 2006-350, 2006-351, 2006-352, Ord. No. 914, 2006-353, Ord. 915, 2006-354

SUMMARY AND RECOMMENDATION

These applications are a request for certification of a Final Environmental Impact Report and approval of entitlements for the following two projects:

Vista Oaks – A request for approval of a general plan amendment to amend the locations and reduce the total area designated Low Density Residential (LDR) from 46.3 acres to 33.7 acres, amend the locations and increase the area designated Recreation Conservation (R-C) from 44.1 acres to 59.4 acres, and eliminate 2.7 acres designated Rural Residential (RR); a rezone and general development plan to change the zoning designation on the project site from Planned Development 1.5 dwelling units per acre (PD-1.5) to Planned Development 1.08 dwelling units per acre (PD-1.08) and establish development criteria; a tentative subdivision map and a tree preservation plan permit to allow the 93 acre site to be subdivided into 100 single family residential lots, on approximately 32.3 acres (including streets), and five open space parcels, on approximately 60.9 acres; and a design review to establish special grading and construction requirements for the Phase I area of the subdivision.

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Highlands Parcel A – A request for approval of a general plan amendment to amend the locations and change the project site land use designation from 25.2 acres Low Density Residential (LDR) to 24.5 acres Rural Residential (RR), and amend the locations and increase the area designated Recreation Conservation (R-C) from 4.9 acres to 5.6 acres; a rezone and general development plan to change the zoning designation on the project site from Planned Development 1.5 dwelling units per acre (PD-1.5) to Planned Development 0.67 dwelling units per acre (PD-0.67) and establish development criteria; a tentative subdivision map and a tree preservation plan permit to allow the 30.14 acre site to be subdivided into 20 single family residential lots, on approximately 7.27 acres (including streets), and four open space parcels, on approximately 22.89 acres.

The Planning Commission and Staff recommend that the City Council approve the following:

Vista Oaks:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF ROCKLIN FROM RURAL RESIDENTIAL TO LOW DENSITY RESIDENTIAL (LDR), FROM RECREATION CONSERVATION (R-C) TO LOW DENSITY RESIDENTIAL (LDR), AND FROM LOW DENSITY RESIDENTIAL (LDR) TO RECREATION CONSERVATION (R-C).

(Vista Oaks /GPA-2002-04)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A REZONING TO PLANNED DEVELOPMENT – 1.08 AND ADOPTING A GENERAL DEVELOPMENT PLAN (Vista Oaks / Z-2002-02, PDG-2001-07)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TENTATIVE SUBDIVISION MAP (Vista Oaks / SD-2001-04, TRE-2001-30)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DESIGN REVIEW (Vista Oaks / DR-2002-21)

Since the Planning Commission meeting, staff has further evaluated the need for off site sidewalks along China Garden Road. A more detailed discussion regarding this issue is covered under the Summary of the Planning Commission action. Staff is recommending the following the following condition be added to the Resolution approving the tentative subdivision map;

4.e.4)ii. A 4 foot wide sidewalk shall be constructed along China Garden Road, from the northerly edge of the project's China Garden Road frontage to the northerly most intersection of China Garden Road and Rustic Hills Drive.

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Highlands Parcel A:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF ROCKLIN FROM LOW DENSITY RESIDENTIAL (LDR) TO RURAL RESIDENTIAL (RR), FROM RECREATION CONSERVATION (R-C) TO RURAL RESIDENTIAL (RR), AND FROM LOW DENSITY RESIDENTIAL (LDR) TO RECREATION CONSERVATION (R-C).
 (Highlands Parcel A /GPA-2006-03)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A REZONING TO PLANNED DEVELOPMENT – 1.08 AND ADOPTING A GENERAL DEVELOPMENT PLAN (HIGHLANDS PARCEL A/ Z-2006-04, PDG-2003-02)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TENTATIVE SUBDIVISION MAP (HIGHLANDS PARCEL A / SD-2003-05, TRE-2003-33)

Special Recommendation: Staff recommends that the City Council consider appointing a committee to address whether the need for a freeway identification sign still exists and if so to review the preferred location, and design for such a sign. The committee could be similar to the initial Entryway Sign Committee that recommended on the entryway signage in 2000. That committee consisted of two (2) Councilmembers and one (1) Planning Commissioner that worked with staff and a consultant.

Summary of Planning Commission Action

This project was considered by the Planning Commission on October 3, 2006.

During the hearing the applicant expressed concern with the proposed affordable housing requirement for the Vista Oaks project (see affordable housing Page 13). Although they were applying for a general plan amendment that would increase density in some parts of the project site, the overall number of lots proposed would be less than the existing land use designations would allow over the entire property. The applicant noted that they felt that the project was already providing significant public benefit through construction of a 5.8 acre turnkey park, dedication of a 0.25 acre site for a freeway identification sign, construction of an emergency access / pedestrian bridge over Secret Ravine Creek, construction of a pedestrian trail system through the project site, significant oak tree preservation, preservation of large portions of the project site as permanent open space, and that the project would contribute to the construction of the Monument Springs bridge. Therefore, they asked that the proposed affordable housing requirement for the Vista Oaks project be deleted.

The applicant also expressed concern with the open ended nature of the proposed requirement for the subdivider to pay for a special storm water management inspector (see storm water

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management Page 17) to monitor the project for the City and requested alternative wording staff's original condition follows with new language in bold and deleted language struck out:

*Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor, **for up to four hours per week in the wet season and up to two hours per week in the dry season** the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. ~~The storm water management professional shall be present on a regular basis when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider).~~ The subdivider shall pay a fee based on the City Engineer's best estimate of the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. ~~Should the costs exceed this initial estimate additional cost for services~~ **these time limits do not preclude additional services judged necessary before, during and after storm events. Additional costs over and above the estimated required for two hours and four hours per week stipulated above shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements.***

Staff agreed with the issue and the intent of the applicant's requested wording, but expressed concern that the very specific time limitations proposed by the applicant may or may not be adequate. Therefore, staff suggested an alternative revision as follows (new language in bold, deleted struck out):

*Prior to any on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. ~~The storm water management professional shall be present on a regular basis when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider).~~ The subdivider shall pay a fee based on the City Engineer's best estimate of **the monitoring time required by the project and** the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. ~~Should the costs exceed this initial estimate additional cost for services~~ **Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements.***

Several people addressed the Planning Commission with regard to the project. The significant comments are noted below along with a brief summary in italics of the response to each, if any, during the public hearing (see attached minutes for additional detail):

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1. All of the speakers generally supported the project and several specifically expressed support for better Storm Water Management oversight assistance as recommended by staff. *No response necessary.*
2. Noise reflected from freeway sound wall required for Phase I of the Vista Oaks project could increase noise levels in the Woodside development. *The noise consultant for the project addressed the Planning Commission questions about the noise study and possible wall construction or design options that might further reduce the potential for reflected noise.*
3. No way for school buses to turn around in project. *Staff pointed out that the turn around in the Parcel E park site is intended and designed to allow fire vehicles and school buses to turn around.*
4. Bike trail should be moved as far away from the creek and the existing homes in Rustic Hills as possible while still meeting ADA requirements and avoiding VELB mitigation areas. *Staff noted that the two westerly proposed trail alignment revisions might be possible and recommended that they be considered as substantial compliance changes when the portion of the subdivision including the trail was constructed so that impacts to oak trees and other resources could be adequately evaluated. However, staff noted the easterly most proposed trail revision would impact the existing VELB preserve on the Highlands Parcel A project site and therefore could not be approved.*
5. Protection of salmon and the detrimental impact to salmon of sewer lines crossing under creek. *The applicant stated that they intend is to hang the sewer line from the emergency access bridge and that a lift station might be required to allow that configuration. Staff has incorporated this into the conditions of approval to ensure that the sewer line is installed as stated.*
6. Need for kiosk in park explaining historical roll of Chinese in area development and that the park should provide restrooms. *Staff noted that the specific design and amenities in a park site are the responsibility of the Recreation Commission and the Community Services and Facilities Department and that the neighbors would best work with them to influence the design of the park. Staff added that they believed that the process for designing a neighborhood park usually provided for public input on the design. Mark Riemer, Community Services and Facilities Director, has since indicated that the process for this park will more than likely include a "Design-a-Park" Day to obtain neighborhood input.*
7. Need for a bike trail or sidewalk along China Garden Road, north from the project site to at least Rustic Hills Drive, to allow people to walk out of the traffic lanes. *During the Planning Commission meeting, residents raised the concern for persons walking along China Garden Road with the additional traffic generated by the project and requested sidewalks or trails all the way to Aguilar Road from the project site. Staff responded that there is no nexus for requiring the project to construct a sidewalk or a trail Aguilar Road to the project site and therefore no requirement was make. Staff still feels that there is no nexus for a sidewalk all the way to Aguilar Road. However, upon further evaluation,*

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staff does believe a nexus finding could be made for requiring the sidewalk to be constructed from the northeasterly end of Rustic Hills Drive to the project site in order to provide pedestrian access to the park site for the existing residents who are more likely to walk to the park. If the City Council agrees with staff's finding, staff recommends that the following condition be added to the resolution approving the tentative subdivision map.

- 4.e.4)ii. A 4 foot wide sidewalk shall be constructed along China Garden Road, from the northerly edge of the project's China Garden Road frontage to the northerly most intersection of China Garden Road and Rustic Hills Drive.

There being no further comments the Planning Commission closed the public hearing and deliberated the project, determining that:

1. The majority of the Planning Commission (4-1) believed that, the proposed general plan amendments notwithstanding, the Vista Oaks project was providing sufficient public benefit and therefore, they did not support placing an affordable housing requirement on the project.
2. Creating Parcel B for a future City of Rocklin freeway identification sign was acceptable.
3. The Planning Commission generally supported the proposed Storm Water Management requirements. They recognized the concerns raised by the applicant and staff with regard to the requirement for the subdivider to pay for a City Storm Water Management Inspector to monitor the project and would, therefore, support staff's alternative rewording of the requirement. The Planning Commission further noted that the applicant and staff could further refine the wording prior to the City Council hearing on the projects if necessary.

Staff met with the applicant on October 12, 2006 and further refined the wording of the proposed storm water management conditions and agreed to the following revisions that have been incorporated into the project entitlements:

- y. *Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm Water Management plan for preventing **noncompliant** storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm Water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)*

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- z. *Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained **and is available** to monitor construction activities and provide written reports to the City. **This notification shall include name(s) and 24 hour contact information.** The storm water management professional shall be present on site at ~~all~~ times **necessary when** work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management **to the satisfaction of the City Engineer.** The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. **The storm water management professional shall monitor the site prior to, during, and after any storm events.** (ENGINEERING)*
- aa. *Prior to any on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall pay a ~~fee~~-deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. **For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season.** Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements.* (ENGINEERING)
4. Both of the existing freeway billboard signs on the Vista Oaks site should be removed.
5. The proposed sound wall design was acceptable as proposed based upon the consultant's finding that the reflected noise from the proposed sound walls would not have an adverse impact on the Woodside Subdivision.
6. The wooden fencing condition should be amended to specify redwood only due to superior durability.
7. Request staff to look into what might be done to better accommodate pedestrians and bicycles along the existing segment of China Garden Road between the southerly intersection of Rustic Hills Drive and the Vista Oaks project site.

Please see the attached minutes of the October 3, 2006 Planning Commission meeting for further details.

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After deliberations, the Planning Commission voted, 5 – 0, to recommend approval of the proposed entitlements to allow the Vista Oaks and Highlands Parcel A subdivision projects. In making motions to recommend approval of the two projects, the Planning Commission amended the project resolutions to address the issues noted above. These revisions have been incorporated into the resolutions and ordinances provided with this staff report.

ANALYSIS

To assist the reader in finding the discussion of specific issues in this report the following out line has been provided:

General Plan Amendments Vista Oaks ----- Page 12

General Plan Amendments Highlands Parcel A ----- Page 13

Affordable housing ----- Page 13

Zone Changes / General Development Plan Vista Oaks ----- Page 14

Zone Changes / General Development Plan Highlands Parcel A ----- Page 17

Storm Water Management ----- Page 3, 6, 17, 25

Tentative Subdivision Map Vista Oaks ----- Page 20

Tentative Subdivision Map Highlands Parcel A ----- Page 22

Freeway Identification Sign ----- Page 21

Open space ----- Page 22, 37

Utilities & Schools ----- Page 24

Fire Service ----- Page 24

Grading and Drainage ----- Page 24

Backwater Analysis ----- Page 25

Mitigation of Noise from I-80 ----- Page 26

Woodside subdivision reflect noise ----- Page 27

Fencing ----- Page 28

Billboards ----- Page 29

Trail System and Emergency Access Bridge ----- Page 29

Trail realignment ----- Page 31

Circulation and Street Design Vista Oaks ----- Page 32

Circulation and Street Design Highlands Parcel A ----- Page 33

Landscaping ----- Page 35

Protection of Biological and Paleontological Resources ----- Page 35

VELB ----- Page 35

Special Provisions ----- Page 36

Subdivision Design Vista Oaks ----- Page 36

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Subdivision Design Highlands Parcel A ----- Page 37
Oak Tree Preservation Permit ----- Page 37
Park Site ----- Page 37
Phasing ----- Page 38
Design Review (Grading Guidelines and Noise Mitigation Standards) ----- Page 39

DISCUSSION

Parcel Size

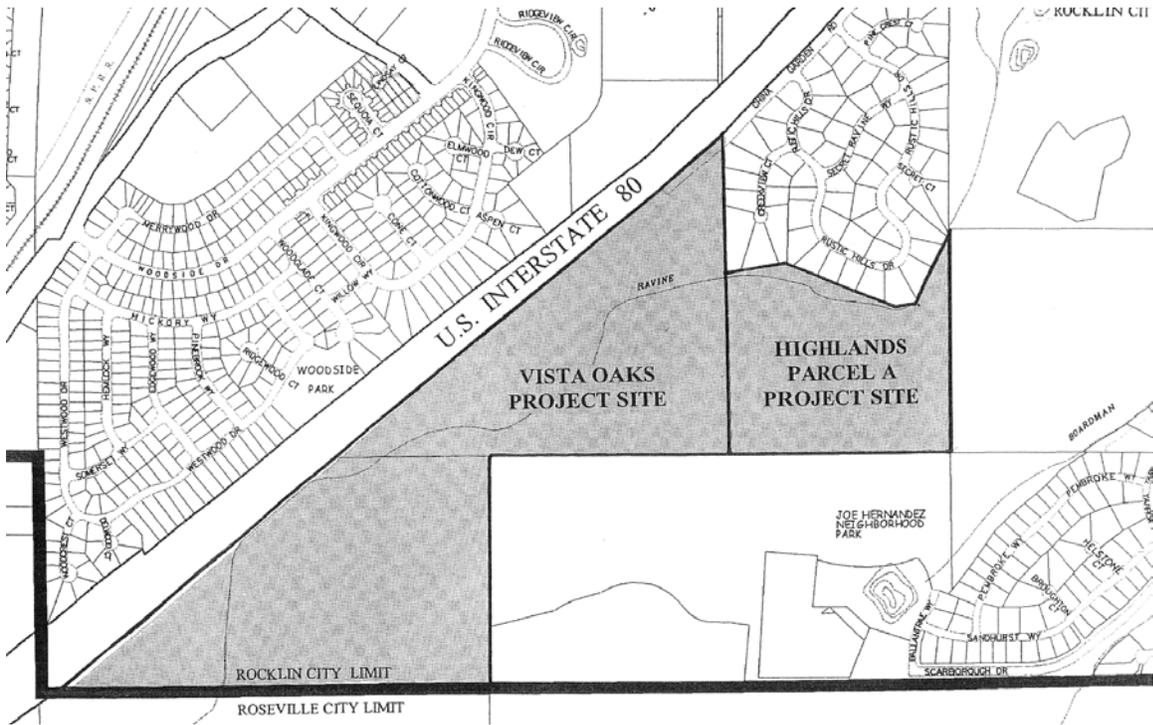
The Vista Oaks project site is 93.2 acres. The Highlands Parcel A site is 30.14 acres.

Owner/Applicant

The applicant is Terrance Lowell and Associates. The property owners are: Vista Oaks – Ronald Guntert Jr., Highlands Parcel A – Elliot Homes, Inc.

Location

The project sites are generally located in the City of Rocklin along Secret Ravine Creek easterly of Interstate 80 at the southerly terminus of China Garden Road and north of the Rocklin City Limit. APN # Vista Oaks: 046-010-007 & 046-020-003, Highlands Lot A: 046-020-039.



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VICINITY MAP Vista Oaks / Highlands Parcel A

Site Characteristics

The approximately 93-acre Vista Oaks project site and the approximately 30-acre Highlands Parcel A project site are located adjacent to one another within the southeastern city limits of the city. Interstate 80 comprises the northwestern site boundary, and the sites are bordered to the north, south, and east by existing or proposed residential development. The Vista Oaks site is bounded to the south by the City of Rocklin/City of Roseville City Limit line. The project sites consist of gently rolling to moderately steep terrain. Elevation ranges from 184 feet National Geodetic Vertical Datum (NGVD) along Secret Ravine Creek in the southwest, to 280 feet NGVD along the grassland ridge in the south-central portion of the Vista Oaks site.

Secret Ravine Creek, a perennial stream, flows through the sites from the northeast to the southwest. The project sites support riparian trees and shrubs and a broad 100-year floodplain with scattered valley oaks (*Quercus lobata*). In addition, the Highlands Parcel A site contains a Valley Elderberry Longhorn Beetle Conservation Area. The conservation area is approximately 3.2 acres and consists of 337 elderberry mitigation plantings and 433 associated native plantings. In addition, 47 elderberry bushes have been transplanted to this area from the Highlands at Cavitt Ranch site. Blue oak (*Quercus douglasii*) woodland and non-native annual grassland comprise the upland portions of the sites, primarily in their southern portions. Furthermore, the sites support perennial and seasonal wetlands, and several seasonal drainages.

The project sites, particularly within the 100-year floodplain, have historically received heavy disturbance from off-road vehicle use. Various unpaved roads crisscross the area, inhibiting the establishment of vegetation. Some of these roads are in such close proximity to each other that large tracts of bare ground have been created. Several of these off-road vehicle trails bisect the blue oak woodland habitat on the sites and lead into and out of Secret Ravine Creek.

Background

The Vista Oaks project site was annexed into the City of Rocklin as a part of the Aitken Addition in 1957. The Highlands Parcel A project site was annexed into the city in 1958, as a part of the Smith Addition. In 1992 the Highlands Parcel A site was included as a part of Elliot Home's proposed Highlands subdivision. However, the project was revised to exclude the property prior to preparation of the Environmental Impact Report. A significant portion of the site was used to establish a Valley Elderberry Longhorn Beetle Conservation Area as a mitigation measure to compensate for the removal of Elderberry bushes in the Rocklin Highlands subdivision. A subdivision was also proposed on the Vista Oaks site in the early 1990's. The Planning Commission held a public hearing on the proposed project but a development moratorium related to the approval of the Southeast Rocklin Circulation Element eliminated the project before it could be heard by the City Council. The Southeast Rocklin Circulation Element was subsequently approved in 1993 however market conditions were such by that time that the applicant chose not to pursue the Vista Oaks project at that time.

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Land Uses:

	General Plan	Zoning	Existing Land Use
Site:	Low Density Residential (LDR) and Recreation-Conservation (R-C)	Planned Development-Residential (PD-1.5 du/ac)	Vacant
West & North:	Medium Density Residential (MDR) and R-C	Single Family Residential 6,000 square foot minimum (R1-6), Single Family Residential 7,500 square foot minimum (R1-7.5), Single Family Residential 12,500 square foot minimum (R1-12.5), Open Area (OA)	Rustic Hills single family residential subdivision, Woodside single family residential subdivision and open space across I-80.
South:	LDR & Roseville	PD-1.5 du/ac & Roseville	Highlands single family residential subdivision.
East:	LDR	PD-1.5 du/ac	Vacant

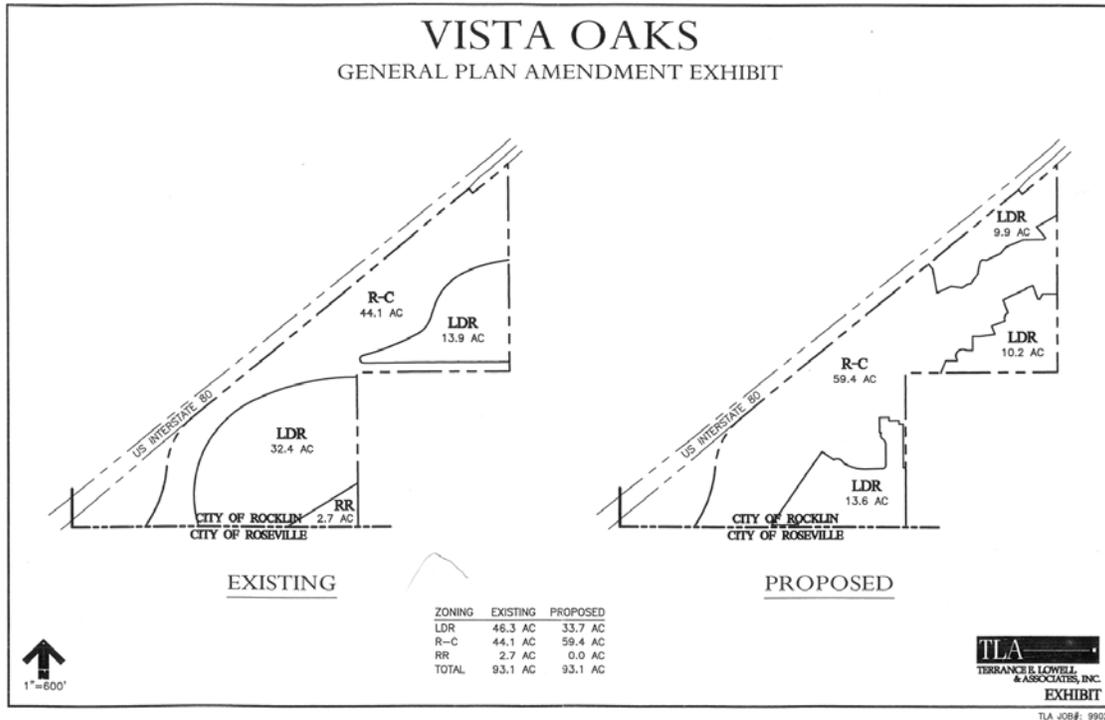
General Plan Amendments

The subdivision designs, as proposed, are consistent with the proposed General Plan and zoning designations for the two projects. No other general plan amendments have been approved so far this year.

Vista Oaks - The proposed general plan amendment for the Vista Oaks Subdivision would amend the locations and reduce the total area designated Low Density Residential (LDR) from 46.3 acres to 33.7 acres, amend the locations and increase the area designated Recreation Conservation (R-C) from 44.1 acres to 59.4 acres, and eliminate 2.7 acres designated Rural Residential (RR) as indicated below.

When the current general plan land use map was adopted, in 1991 the Recreation-Conservation land use designation was placed on those areas that were generally anticipated to be impacted by flood plains, riparian vegetation, and slopes. However, no specific delineations for flood plain and riparian areas were performed at that time. Therefore consistent with the discussion of the Recreation – Conservation land use designation on page 59 of the Rocklin General Plan, it was understood that at such time as a site was proposed for development, site specific delineations would be prepared and land use designations could be adjusted accordingly. The proposed changes to the Vista Oaks general plan land use designations are intended to more accurately reflect the delineated boundaries of the 100-year flood plain and areas of riparian vegetation on the site and the proposed development patterns.

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To this end, the applicant has proposed to revise the land use designations on the site so that areas located outside of the 100-year flood plain and areas of riparian vegetation and that are proposed for development are shown as Low Density Residential (LDR). The LDR general plan designation allows for single family residential development with a density of 1 to 3.4 dwelling units per acre. A small 2.7 acre area currently designated Rural Residential (RR) along the Roseville City Limit Line would also be changed to Low Density Residential (LDR). All other areas of the site, 59.4 acres, would become Recreation – Conservation (R-C). The R-C general plan designation provides areas for recreational use and / or protection of areas with important environmental or ecological qualities. The net effect of the proposed General Plan amendments for the Vista Oaks project would be to reduce the area approved for development and increase the area protected as Recreation - Conservation. Expanding the R-C designation over this portion of the project site will ensure its protection from development thereby preserving trees and the aesthetics of the area.

(Affordable Housing) - When the Vista Oaks project was presented to the Planning Commission staff recommended that a requirement for the provision of affordable housing be placed on the project in recognition of the benefit the applicant would receive from the increase in the developable area resulting from the revision of the General Plan Land Use map to change the designation of the portion of the site at terminus of China Garden Road from R-C to LDR. As was done on past projects such as Reflections, Whitney Oaks Lots 39 & 44, and Whitney Ranch staff suggested that the City could implement the practice of requiring 10% of the units in the

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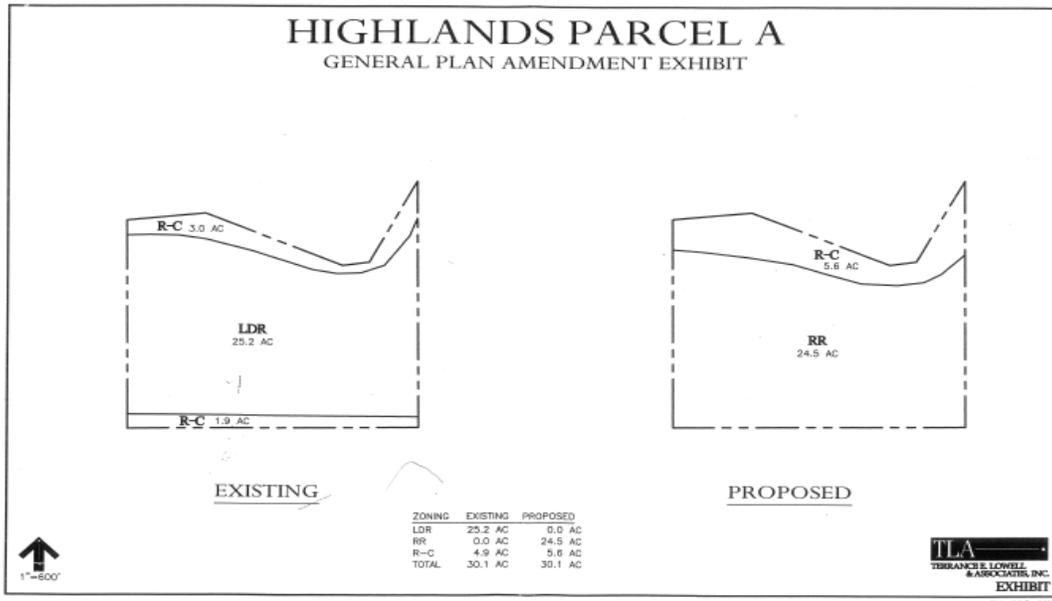
project to be made affordable to low and very low income households as defined by the City of Rocklin General Plan Housing Element and included a provision to implement this requirement in the proposed general development plan for the project discussed in the next section of this staff report.

During the public hearing the applicant expressed concern with the proposed affordable housing requirement. The applicant stated that they believed the project was already providing significant public benefit through construction of a 5.8 acre turnkey park, dedication of a 0.25 acre site for a freeway identification sign, construction of an emergency access / pedestrian bridge over Secret Ravine Creek, construction of a pedestrian trail system through the project site, significant oak tree preservation, preservation of large portions of the project site as permanent open space, and the fair share contribution the project would have to make toward the construction of the Monument Springs bridge. Therefore they asked the Planning Commission to delete the proposed affordable housing requirement. After deliberation and discussion the Planning Commission voted to remove the affordable housing requirement from the Vista Oaks project. Please see the attached minutes of the October 3, 2006 Planning Commission meeting for additional detail.

Highlands Parcel A - The proposed general plan amendment for the Highlands Parcel A Subdivision would amend the locations and change the project site land use designation from 25.2 acres of Low Density Residential (LDR) to 24.5 acres of Rural Residential (RR), and amend the locations and increase the area designated Recreation Conservation (R-C) from 4.9 acres to 5.6 acres as indicated below.

When the current general plan land use map was adopted the Recreation-Conservation land use designation was placed on those areas that were generally anticipated to be impacted by flood plains, riparian vegetation, and slopes. However, no specific delineations were performed at that time. The proposed changes to the Highlands Parcel A general plan land use designations are also intended to more accurately reflect the delineated boundaries of the 100-year flood plain and areas of riparian vegetation on the site.

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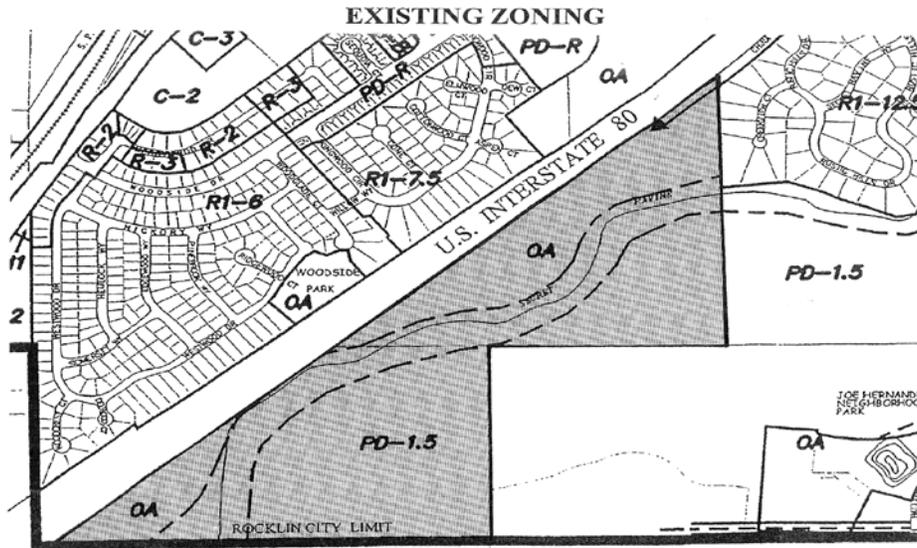
To accomplish this, the applicant has proposed to revise the land use designations on the site so that the 100-year flood plain and areas of riparian vegetation associated with Secret Ravine Creek are designated as Recreation – Conservation (R-C) to ensure its protection from development. All other areas of the site would be designated Rural Residential (RR). The RR general plan designation allows for single family residential development with a density of no more than 1 dwelling unit per acre. The net effect of the proposed General Plan amendments for the Highlands Parcel A project would be to reduce the potential density of development on the site and increase the area protected as Recreation - Conservation.

Zone Changes and General Development Plans

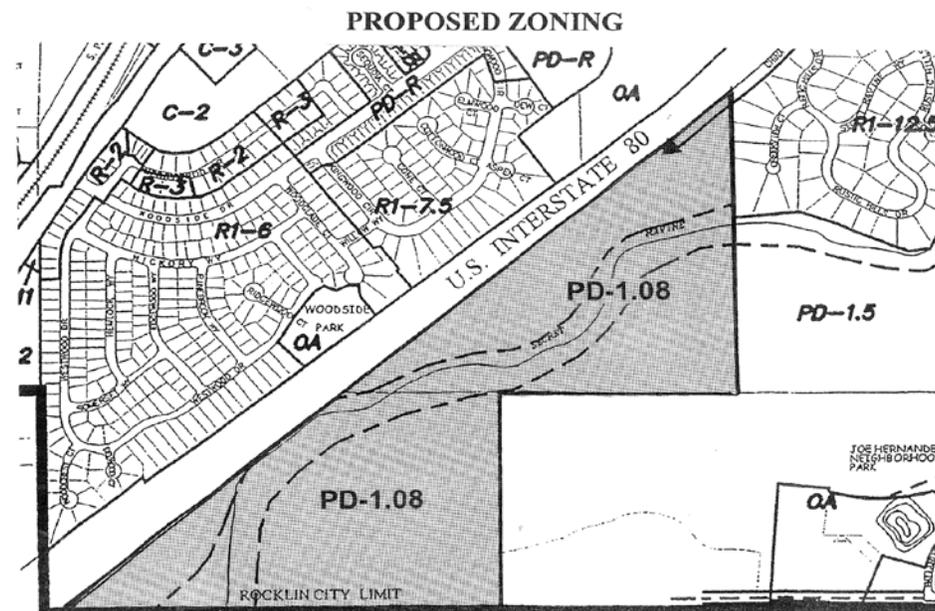
In 1980, both the Vista Oaks and Highlands Parcel A project sites were zoned Planned Development Residential 1.5 dwelling units per acre (PD-1.5) as a part of a zoning update for the entire area of the city south of Greenbrae Road. However, a corresponding General Development Plan to set forth development standards was not adopted. Therefore, as a part of the proposed projects, a general development plan would be adopted for each to establish development criteria. In addition the zoning designation for each site is proposed to be revised to reduce the allowable dwelling units per acre to reflect the proposed projects as discussed below:

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Vista Oaks - The Vista Oaks project site is currently zoned Planned Development Residential 1.5 dwelling units per acre (PD-1.5) and Open Area (OA).



As a part of the proposed project the entire site would be rezoned to Planned Development 1.08 dwelling units per acre (PD-1.08), as indicated below.



This zoning designation would reduce the total possible number of single family residential units on the Vista Oaks site from 140 to 100. The underlying general plan land use designations discussed previously would require that these units be located on the portions of the project site designated LDR.

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A general development plan is proposed to establish development standards applicable to the zone district similar to those adopted for the nearby Granite Lakes Estates project. Similar to other standard single family residential zoning districts, permitted uses would consist of single family detached dwelling units, accessory uses and structures, secondary residential units, and public elementary and secondary schools. Public utility buildings and uses (excluding equipment yards, warehouses, and repair shops) would be a conditionally permitted use.

In addition to the typical development standards noted above, the General Development Plan contains special provisions regarding air quality required by the project EIR and requires that the “Limited Graded Lots” in Phase I of the Vista Oaks project be developed in accord with specific design guidelines regarding grading and noise mitigation proposed for adoption via a design review application discussed later in this staff report. Provisions to address fire safety, minimum building pads, front and side yard landscaping, fencing and model home complexes are provided for by the general development plan.

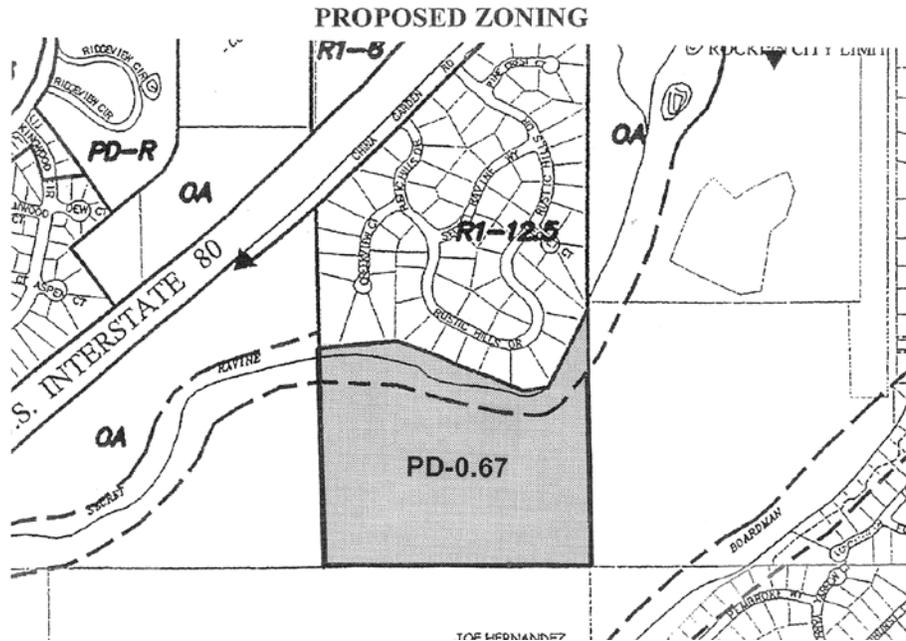
DEVELOPMENT STANDARDS.

- a) Max. units per gross acre 1.08
 - b) Min. lot area (sq. ft.) 8,000
 - c) Min. lot width
 - Interior 65'
 - Corner 75'
 - d) Min. lot depth 100'
 - e) Setbacks
 - Front 25' minimum, (1)
 - Side, Interior 7.5'
 - Side, Street 10'
 - Rear 25'
 - Open space 7.5' minimum for all primary structures
- (1) Front setback may be reduced to 15' for side entry garages.
- f) Max. lot coverage 35%
 - g) Max. building height
 - Principal building 30'
 - Accessory building 14'

A requirement that 10% of the dwelling units in the project (10 affordable units based upon the proposed 100 unit project) be made affordable to low or very low income households was also included in the proposed general development plan, as discussed above. However, after deliberation the Planning Commission deleted this is requirement from the proposed general development plan.

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The proposed project would rezone the entire site to Planned Development 0.67 dwelling units per acre (PD-0.67).



This zoning designation would reduce the total possible number of single family residential units on the Highlands Parcel A site from 45 to 20.

A general development plan, very similar to that proposed for the Vista Oaks project is also proposed for the Highlands Parcel A project to establish development standards applicable to the zone district similar to those discussed above for the Vista Oaks project. Again permitted uses would consist of single family detached dwelling units, accessory uses and structures, secondary residential units, and public elementary and secondary schools. Public utility buildings and uses (excluding equipment yards, warehouses, and repair shops) would be a conditionally permitted use.

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Due to the larger lot sizes in the Highlands Parcel A project, the development standards would differ somewhat from those in the Vista Oaks as follows:

DEVELOPMENT STANDARDS.

- a) Max. units per gross acre 0.67
 - b) Min. lot area (sq. ft.) 11,000
 - c) Min. lot width
 - Interior 75'
 - Corner 80'
 - d) Min. lot depth 100'
 - e) Setbacks
 - Front 25' minimum, (1)
 - Side, Interior 10'
 - Side, Street 15'
 - Rear 25'
 - Open space 7.5' minimum for all primary structures
- (1) Front setback may be reduced to 15' for side entry garages.
- f) Max. lot coverage 35%
 - g) Max. building height
 - Principal building 30'
 - Accessory building 14'

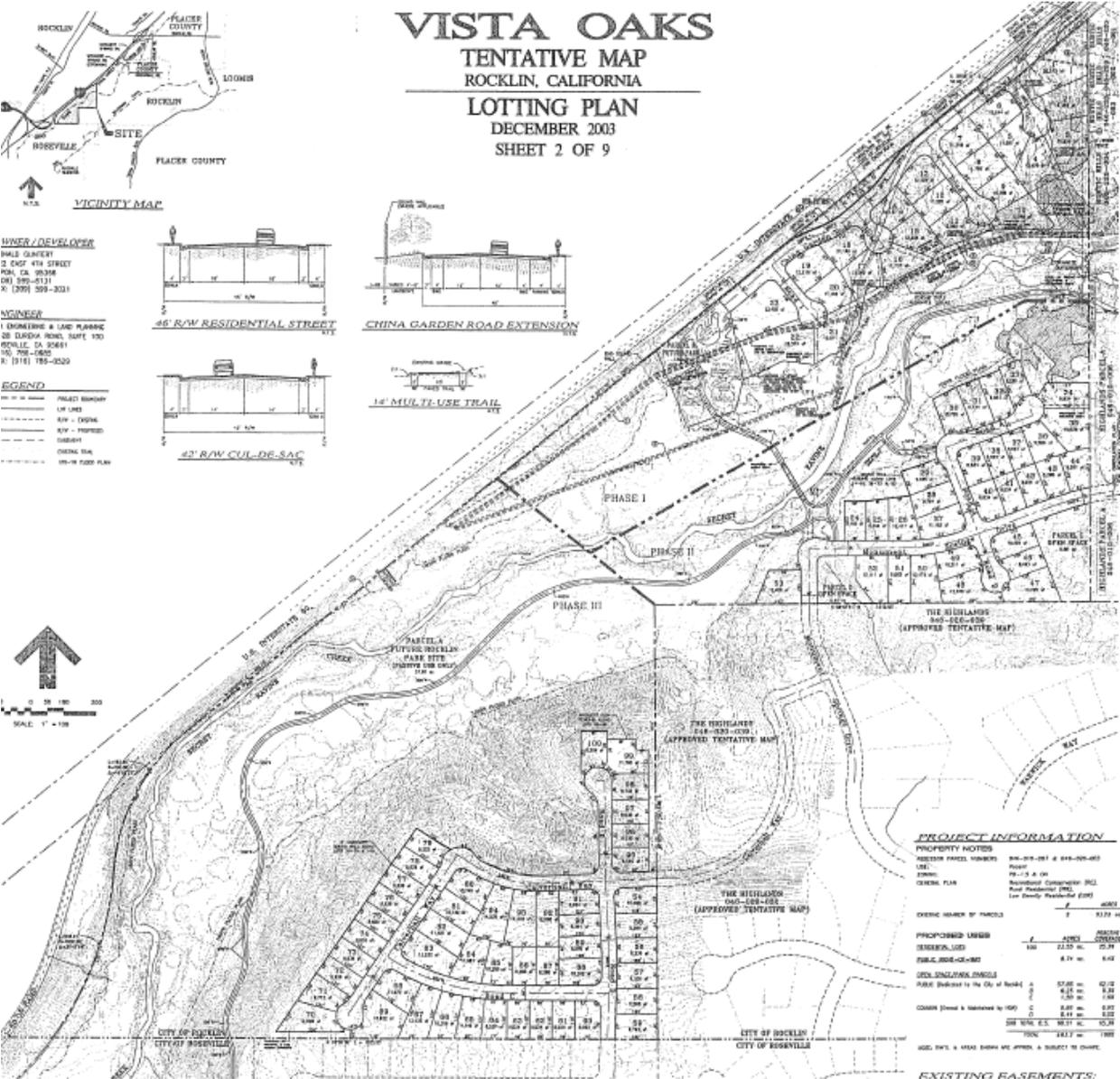
The Highlands Parcel A general development plan includes the same provisions regarding air quality required by the project EIR as well as the provisions that address fire safety, minimum building pads, front and side yard landscaping, fencing and model home complexes and storm water management.

Staff had also, inadvertently, included the requirement for 10% of the proposed lots to be made affordable in the Highlands Parcel A general development plan. Therefore, at the public hearing, staff recommended that the Planning Commission delete the affordable housing provision from the proposed Highlands Parcel A general development plan. The Planning Commission generally agreed and deleted the affordable housing provision prior to recommending approval of the Highlands Parcel A general development plan.

Tentative Subdivision Map

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Subdivision Design



Vista Oaks Tentative Map

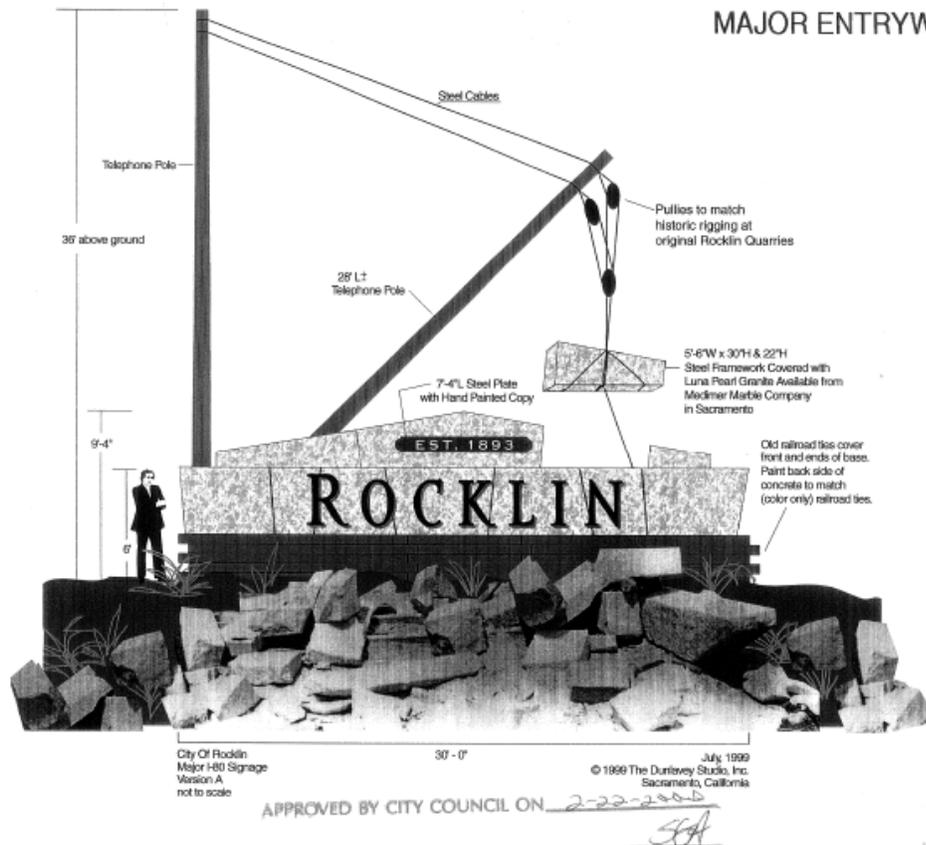
Vista Oaks - The subdivision is bisected by Secret Ravine Creek. Phase I, as indicated on the tentative subdivision map, would be located on the northwesterly side of the creek at the terminus of China Garden Road. Phases II & III would be located on the southeasterly side of the creek. As stated earlier, the proposed Vista Oaks subdivision includes 100 single-family lots

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which range in size from 8,024 to 26,574 square feet. The creek itself and two wetland areas in the Phase II portion of the project site would be contained on permanent open space parcels, Parcels A, C, & D.

A 1.5 acre public park site, Parcel E, would be created at the end of China Garden Road. In addition a 0.25 acre lot, Parcel B, would be created adjacent to Interstate 80 for a future City of Rocklin freeway identification sign (if the Planning Commission and City Council are still interested in constructing such a sign). The a freeway identification sign was discussed several years ago as a part of the Rocklin Entryway Sign Program and this location and design (see below) for the proposed sign were conceptually approved by the City Council in 2000.

ATTACHMENT 3A
 MAJOR ENTRYWAYS



9:00

However, a number of years have gone by since and the City Council may wish to revisit the idea / location / design of the freeway identification sign before approving the creation of Parcel B. Staff recommends that the City Council consider appointing a committee to address whether the need for a freeway identification sign still exists and if so to review the preferred location, and design for such a sign. If the City Council determines that the freeway identification sign is still desirable in the original location, then the Planning Commission and staff recommend that

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Parcel B be dedicated to the City with development of the first portion of the subdivision so that the City could proceed with construction of the sign in a timely manner (such a dedication is currently included in the attached resolution for approval of the tentative subdivision map entitlement).

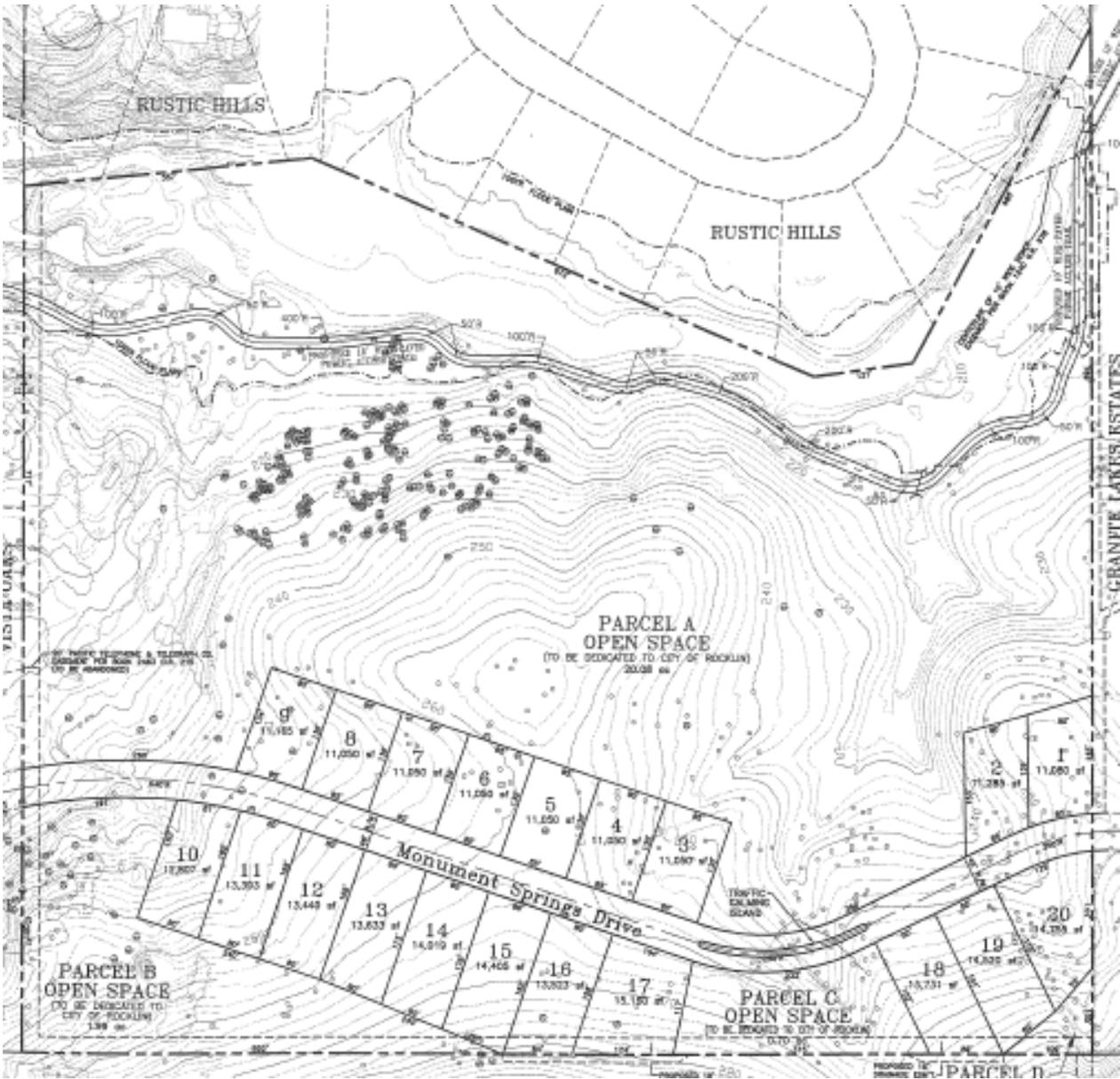
The open space areas would be owned and maintained by the City of Rocklin and included in an appropriate financing district to pay for maintenance costs.

Parcels A through E together include approximately 60.91 acres of the 93.2 acre project site. These parcels would be dedicated to the City of Rocklin. A 10-foot wide paved pedestrian/bicycle trail would roughly parallel the easterly side of Secret Ravine Creek from the Roseville City Boundary north through the Highlands Parcel A site. A 12-foot wide paved pedestrian/bicycle/emergency access road would link China Garden Road and Monument Springs Drive via a bridge over Secret Ravine Creek. The City Public Works Department would be responsible for the maintenance of the open space areas including the trails, fuel modification zones, emergency access bridge and landscaping (both in and outside of the open space areas).

Access to the Phase I area would be via China Garden Road and the emergency access bridge over Secret Ravine Creek. Phase II would be accessed via a future extension of Monument Springs Drive south from Greenbrae Road and the existing portion of Monument Springs Drive in the Rocklin Highlands development. Access to the Phase III area would be Calverhall Way in the Rocklin Highlands development and Ursula Way in the City of Roseville. The subdivider / developer may construct the phases in any particular order subject to the applicable conditions of approval for each phase (see "Phasing Section" of staff report).

Highlands Parcel A – Secret Ravine Creek flows along the northerly boundary of the project site. Except for the pedestrian / bike trail proposed along the south side of Secret Ravine Creek, the subdivision improvements would be located in the southerly portions of the site to avoid the creek, an existing Valley elderberry Beetle Preserve, and cultural resources. As stated above, the proposed Highlands Parcel A subdivision creates 20 single-family lots which range in size from 11,050 to 15,160 square feet. The creek itself and four wetland areas on the project site would be contained on permanent open space parcels, Parcels A, B, C, & D. Access to all lots would be from an extension of Monument Springs Drive through the project.

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Highlands Parcel A Tentative Map

Utilities & Schools

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The applicant and the service providers have indicated that all utilities including sewer, water, gas, electricity, and telephone service can be extended into the project sites and have adequate capacity to serve the proposed subdivision. A condition has been included in the draft resolutions for approval of the tentative subdivision maps to ensure that the projects are included in the appropriate financing districts as needed to fund the maintenance of subdivision improvements. In the case of the Vista Oaks subdivision, maintenance of open space areas will be performed by the City of Rocklin. Conditions have been included in the draft resolutions for approval of the Vista Oaks project to ensure that utility lines are stubbed out to serve Parcel B, the site for the future freeway identification sign, and Parcel E, the proposed park site.

The Rocklin Unified School District has indicated that the development of these sites was anticipated by their master plan and that they will be able to accommodate the students generated by these developments.

Fire Service

The Rocklin Fire Department has analyzed the proposed projects. In addition to the standard requirements and conditions of approval the Fire Department has recommended that an Open Space Management and Fuel Modification Plan be prepared for each project prior to recording of final maps. The Open Space Management and Fuel Modification Plans would provide for, but not be limited to, the creation and maintenance of a thirty (30') foot wide fuel modification (fuel break) zone in all open space areas adjacent to all residential lots. The Rocklin Fire Department also recommended that the subdivisions provide for emergency access routes from public streets to open space areas around and through residential lots, minimum thirty (30") inch high masonry walls where any residential lot abuts an open space area as fire buffer, and residential sprinkler systems in all homes due to the access constraints of the project site, the topography of the area and the significant open space areas around and through the project area. The Vista Oaks project is also required to provide for a secondary emergency access point by constructing a bridge over Secret Ravine Creek to connect the terminus of China Garden Road to the extension of Monument Springs Drive. This bridge will provide for an alternative way for the residents of the Phase I area of the Vista Oaks project and the existing Rustic Hills subdivision to be evacuated and / or receive emergency aid in the event that China Garden Road was rendered impassible. These requirements have been incorporated into the subdivision design and / or the draft conditions of approval.

Grading and Drainage

The lots in Phase I of the Vista Oaks subdivision are proposed to be "Limited Graded Lots." These lots would not be graded with the construction of streets and subdivision improvements. Instead each lot would be custom graded with the construction of a home in accord with a set of design guidelines discussed further below. The intent of the "Limited Graded Lots" is to reduce the over all disturbance of soils and loss of trees in the Phase I area given the varied terrain and relatively heavy tree cover in this portion of the project site. Phases II and III of the Vista Oaks

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project are proposed to be pad graded with the construction of the subdivision improvements and would not be subject to the proposed design guidelines.

Conditions have been included in the draft resolutions for approval of the projects to ensure that adequate dust and erosion control measures are implemented with project development. This includes the same storm water management provisions included in the proposed general development plans for the projects. These conditions are intended to address the growing concerns at the County, State, and Federal levels and the related increased complexity of the rules and regulations applicable to the implementation and management of erosion control measures during all phases of project development from rough grading to through and beyond the construction of homes. For a subdivision the previously the proposed Storm Water Management requirements would consist of three things; the two requirements noted previously in the discussion of the general development plan:

- 1) Provision of a Storm Water Management Plan prepared by a qualified professional prior to any grading or construction activities.
- 2) Provide funding for a qualified storm water management professional to be retained by the City to monitor and report on the construction activities compliance with National Pollutant Discharge Elimination System (NPDES) requirements; and

Plus a third requirement addressing the need for dedicated inspector working on the Cities behalf when large areas are graded as occurs with subdivision grading:

- 3) Proof that a qualified storm water management professional has been retained by the developer to monitor and be responsible for implementation of best storm water management practices on site for the duration of construction activities on behalf of the developer.

The project sites are located in the portion of the Dry Creek watershed where local detention is not recommended. Therefore, in accordance with the Dry Creek Plan, runoff from the sites would be allowed to leave the project sites unimpeded. According to information contained on the Tentative Subdivision Maps for both projects, none of the proposed residential parcels are located within the existing 100-year floodplain, and the entire 100-year floodplain for Secret Ravine would be preserved within the permanent open space parcels. The paved multi-use trail that would be constructed within the open space areas adjacent to the creek would encroach upon the 100-year floodplain in several places but especially in the Vista Oaks project where the emergency access bridge spans the creek. The trail and bridge could be inundated during heavy flooding. However, the trail and bridge would be designed to handle these periods of temporary inundation and would not be used during instances when high water is present.

According to the backwater analysis prepared for the project by Terrance Lowell and Associates (June 2004), the post-project 100-year event water surface elevations in Secret Ravine Creek within the boundaries of the Vista Oaks subdivision would be increased slightly immediately

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adjacent to the proposed emergency access and pedestrian bridge across the creek. However, the effect rapidly decreases as one move upstream away from the bridge such that the flood plain elevation at the property's eastern boundary with the Rustic Hills Development stays the same as it exists today for all storm events. Therefore, since water surface elevations in Secret Ravine Creek would not increase out side of the Vista Oaks project site, the proposed project would not exacerbate existing flooding conditions on adjacent properties such as the Rustic Hills subdivision. In addition the Placer County Water Conservation and Flood Control Agency is currently in the design phase of a project to construct a large detention basin on Secret Ravine Creek east of Sierra College Boulevard. When this project is completed it will reduce the down stream storm water flows below what occurs during a storm event today.

Mitigation of Noise from I-80

Vista Oaks - The Vista Oaks project site is located directly adjacent to Interstate 80 (I-80). Because of the project's proximity to the freeway, special noise mitigation measures are required to ensure that the future residents of the project are not subjected to noise levels in excess of the standards set forth in the Rocklin General Plan. Phase I of the project, because of its proximity, would require a masonry sound wall to shield it from freeway noise. The sound wall would be located along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) in front of the first row of lots facing I-80 in order to meet the 60 dB L_{dn} exterior noise level standard required by the Rocklin General Plan. The wall would measure 9-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 14-feet from the adjacent subdivision finished grade to the top of the wall.

The sound wall would connect with the existing 14-foot noise barrier shielding the Rustic Hills subdivision and extend southwesterly along the project site's boundary with I-80 and along the easterly boundary of Parcel B terminating approximately 300 feet to the west of lot #23 to prevent sound flanking. At this point, the height of the sound wall would drop down to 3-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 8-feet from adjacent finished grade and extend an additional approximately 650 feet, as shown on Exhibits A & B of the tentative subdivision resolution, to allow the park site, Parcel E, to meet an exterior noise level of 69 dB L_{dn} as required by the Rocklin General Plan.

The sound wall would be designed and built to closely match the existing Rustic Hills sound wall. A locking solid metal door powder coated dark bronze with a minimum width of 8-feet and a minimum height of 9-feet would provide access through the sound wall to Parcel B, the site of a future City of Rocklin identification sign. The door would be designed to seal so that it wouldn't compromise the integrity of the sound wall.

In addition to the sound wall, homes in the Phase I area would be limited to a single story in height or utilize special construction details and designs to ensure that interior noise levels of second floor rooms meet the standards set forth in the Rocklin General Plan. These standards have been included in the design guidelines proposed for the Phase I area. Compliance with the design guidelines would be required by a provision of the proposed general development plan

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and by a deed restriction recorded against the lots in Phase I as a condition of approval of the tentative subdivision and.

The lots in the Phase III area of the project would also need to be shielded from freeway noise. The noise study prepared for the project identified two methods to achieve the required noise reduction for Phase III. The first would be to construct a thirteen (13') foot high masonry wall, seven (7') feet above the adjacent freeway or off ramp travel lane, from the end of the masonry walls described above to shield the Phase I area and park site to the Roseville City Limit. The Planning Commission and staff do not recommend approval of this alternative due to the significant visual impacts of such a wall. The alternative mitigation measure recommended by Planning Commission and staff and reflected in the subdivision design would have six (6') foot high masonry sound walls constructed along the rear property lines of the first tier of lots in Phase III, those nearest the freeway, as indicated on Exhibits A & B of the tentative subdivision map resolution. Due to their distance from the freeway the six (6') foot high masonry walls would be adequate to protect these lots from freeway noise. The walls themselves would largely be screened from view by existing trees in the open space areas and have the added advantage of providing additional fire protection to these lots.

The Phase II area is sufficiently protected from freeway noise by a combination of distance and topography, therefore no special measures are required to protect this area, regardless of whether the Phase I sound wall is built.

Several residents of the Woodside subdivision located across the freeway from the project site have expressed concern that any sound walls built along the south side of Interstate 80 to shield the Vista Oaks project from freeway noise would reflect noise back into the Woodside area and result in increased noise levels there. Cal Trans has tentatively designated the Woodside subdivision to receive a masonry noise barrier in the future as part of an anticipated widening of I-80 however, a specific construction date has not been identified. The noise analysis prepared for the Vista Oaks project determined that the increase in traffic noise levels at the Woodside area, due to reflections of noise off of the proposed project's sound wall, would be no more than 1 dB or less. Because the standard of significance used to determine such an impact is whether the project would "create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project" and because even 2 dB increase in noise levels is considered to be less than perceptible, the conclusion reached in the EIR was that the increase in noise levels in the Woodside area caused by noise reflecting off sound walls constructed for the Vista Oaks project would be less than significant.

Highlands Parcel A – The Highlands Parcel A project site is located sufficiently far away from Interstate 80 and other potentially significant noise sources that no noise mitigation is required for the project.

Fencing

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In both the Vista Oaks and Highlands Parcel A projects along any property line where a residential lot abuts an open space area, except in the Vista Oaks project where masonry sound walls are required for noise attenuation, the Planning Commission and staff recommend that a 30-inch high masonry wall be constructed to provide a fire buffer to increase the protection of the homes on these lots from fires in the open space areas. Conditions have been included in the project entitlements to ensure that these walls are constructed with the subdivision improvements and would be built of grey granite colored double sided split faced block with a decorative concrete cap for consistency. Those portions of the walls located behind the front setback lines from the street rights-of-way would also include an approximately forty two (42") inch high tubular steel type fence, designed to swimming pool standards (no wider than four (4") inches between vertical members), and mounted on top of the masonry wall for security.

In the Vista Oaks project where open space parcels extend between or next to residential lots to accommodate fire access to open space areas (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70), a solid six foot high redwood or cedar wood fence with metal fence posts would be required. Matching wooden gate(s) with locks and permanent identification signage to the satisfaction of the Fire Chief would be installed where the fire access transitions from an easement across the adjacent lot(s) to the open space parcel. Fencing between adjacent residential lots would be at the discretion of the developer / property owners and could consist of solid wood fencing, masonry, or wrought iron style fencing.

Lots 22 and 23 in the Phase I area of the Vista Oaks project directly abut the proposed park site. To insulate these lots from activities in the park and provide for a durable and attractive fence The Planning Commission and staff recommend that a six foot high masonry wall be constructed along the common property line between Lots 22 & 23 and Parcel E (the park site). The wall shall be constructed of a grey granite color double sided split faced block with a decorative concrete cap and pop out decorative pilasters constructed of the same materials at each end.

In both the Vista Oaks and Highlands Parcel A projects where open space parcels abut a public right-of-way, Planning Commission and staff recommend that decorative tubular metal fencing approximately 3'-6" high be installed behind a ten (10') foot wide landscaped area located at the back of sidewalk, discussed further below. The proposed fence would limit and control access to open space areas to official trails to help protect and preserve the open space areas as has been done in other areas of the City. Said fencing would be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Openings would be located at the access points to the trail system as indicated on the tentative subdivision maps for each project. Gated openings would be provided as required by the Public Works Director for maintenance access.

Billboards

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Vista Oaks – Two freeway oriented bill boards exist on the Vista Oaks project site. One is located in the Phase I area in the proposed intersection of China Garden Road and Road L as indicated on the tentative subdivision map. As this sign would be located behind the masonry sound wall shielding this portion of the subdivision from freeway noise and in proposed road ways it will have to be removed prior to recording of a final map for the Phase I area.

The second billboard is owned and operated by the Eller Media Company and located on a land leased from the Vista Oaks property owners. The lease site is situated in the Parcel A open space area approximately where the sound wall shielding the proposed park site would end. The applicant has proposed that the City retain this lease and allow the sign to continue to exist when the City assumes ownership of the open space area. The land lease would continue to generate income which could be used to help support the maintenance of the open space area or other uses as designated by the City Council. However, the Planning Commission and staff have concerns with this proposal as the location and size of the sign is inconsistent with the provisions of the Rocklin Sign Ordinance. In addition there would seem to be a potential for perceived, if not actual, conflicts of interest as the City would not say in what messages could be displayed on the sign. The Planning Commission and staff recommend that both billboards be removed with development of the Phase I area of Vista Oaks and a condition to that effect has been included in the draft resolution to approve the tentative subdivision map.

Highlands Parcel A – This issue is not applicable to the Highlands Parcel A.

Trail System and Emergency Access Bridge

Vista Oaks - As referenced previously, a 10-foot wide paved pedestrian/bicycle trail would be built through Parcels A and E roughly parallel to the easterly side of Secret Ravine Creek from the Roseville City Boundary north through the Highlands Parcel A site. A 12-foot wide paved pedestrian/bicycle/emergency access road would link China Garden Road and Monument Springs Drive via a bridge over Secret Ravine Creek. The trail would be constructed with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system would be installed where the trail system connects to all public streets and rights-of-way to prevent automobile access by the general public.

The portion of the trail connecting China Garden Road to Monument Springs Drive would also serve as an emergency access connection between Phases I & II of the project in the unlikely event that China Garden Road was blocked. This portion of the trail system would be constructed of concrete to support a 40,000 pound vehicle, provide for an 11 foot minimum width, and provide for turn radii of a minimum of 43-foot at the center line. This trail section would incorporate an emergency access / pedestrian bridge to cross Secret Ravine Creek. The design of the bridge would be conditioned to provide for the following minimum design standards:

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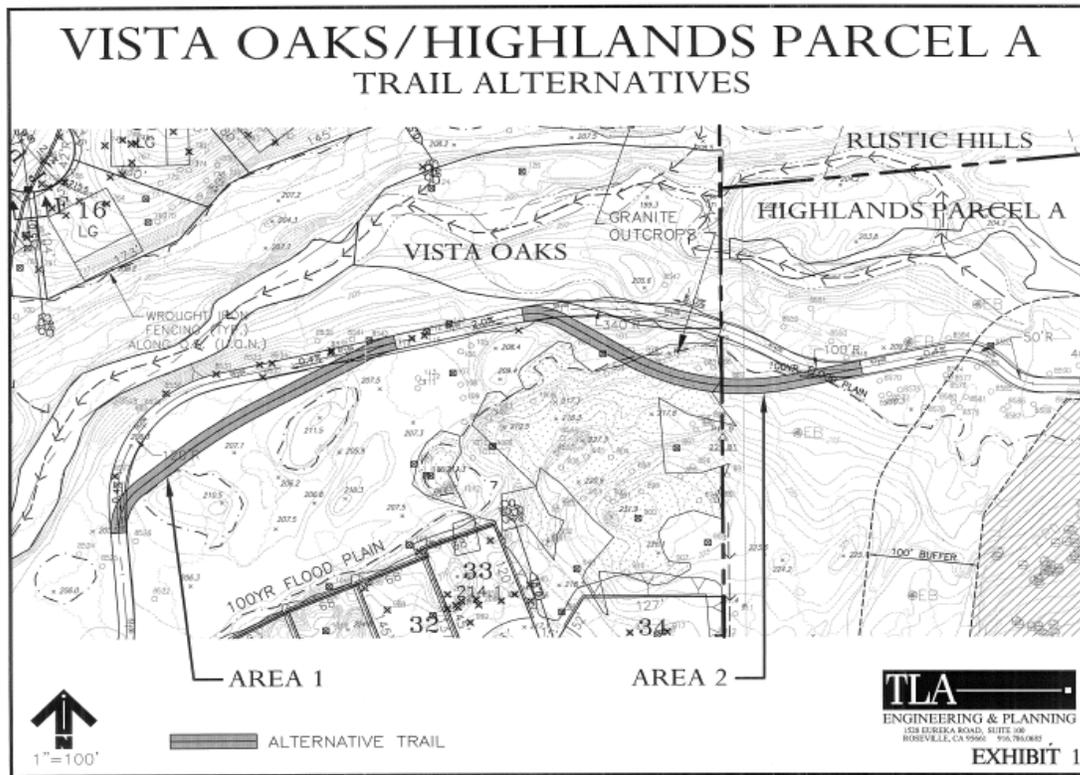
- (a) Be passable during a minimum of a 10-year storm event.
- (b) Provide for a minimum 12-foot wide deck.
- (c) Be designed to carry a minimum load of 40,000 lb.
- (d) Provide for a 20-foot wide minimum "non-angulated" (without sharp turns or corners) approach.
- (e) Provide for approaches with a minimum turn radii of 43-foot at the center line.
- (f) Bridge deck and piers shall be treated with a marine coating.
- (g) Bridge railings shall be 54-inches high tubular metal powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Spacing between vertical posts shall be consistent with swimming pool fencing standards. Railing sections shall be designed to be able to manually pivot parallel to the flow of water during storm events inundate the bridge deck. This would allow debris to flow past without damaging the rails and / or piling up and blocking the flow of water.
- (h) Collapsible or removable bollards shall be installed at either end of the bridge to prevent public vehicular access.
- (i) Other standards as may be required by the City Engineer.

The proposed bridge would be passable in a 10-year storm event, a storm that has a 1 in 10 chance of occurring in any given year. The bridge would be inundated and impassable during a storm greater than a 10-year event, but the bridge would be designed to survive inundation and would be closed for use while flooded. In addition, according to the backwater analysis prepared for the project by Terrance Lowell and Associates (June 2004), even in a 100-year storm it is anticipated that the bridge would be inundated for less than 24 hours; therefore Planning Commission and staff believes that the proposed bridge design is acceptable.

Highlands Parcel A - As referenced previously a 10-foot wide paved pedestrian / bicycle trail would be built through the Highlands Parcel A roughly parallel to the easterly side of Secret Ravine Creek from the Vista oaks project through Granite Lakes Estates. The trail would be constructed with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards.

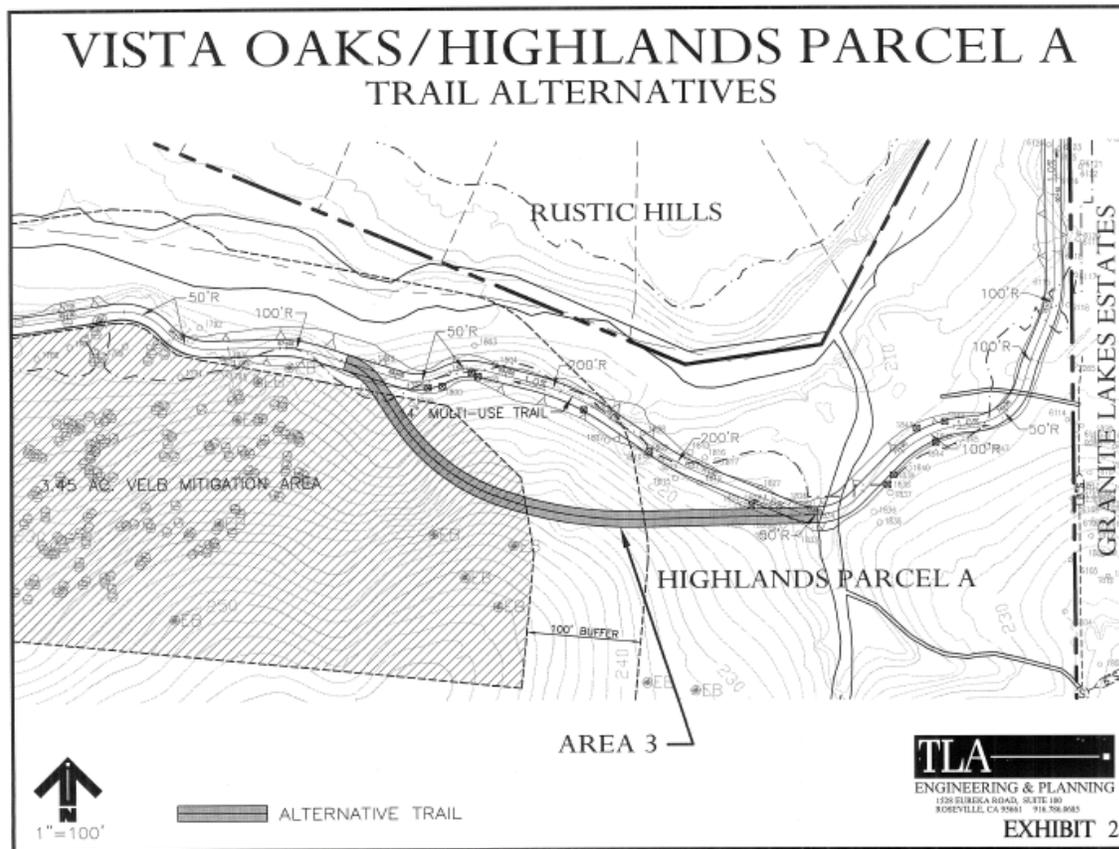
Vista Oaks / Highlands Parcel A – The applicant has met with several residents of the Rustic Hills subdivision to discuss their concerns about the route of the proposed trail system, see attached letter. The residents have requested that the trail be shifted south away from the creek in three areas as indicated on the attached exhibits. The westerly most, Area 1, would shift the trail south away from the creek. The topography and vegetation in the area make this requested change relatively straightforward.

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The second and third areas where neighbors have requested that the trail be shifted south further away from their property lines are more problematic, as the move in both cases would shift the trail into areas with more rock outcroppings, oak trees, and could have a potentially greater impacts on cultural resources. The proposed relocation in Area 3 would also push the trail into the existing VELB preserve and result in much steeper slopes that may not comply with anticipated handicapped accessibility standards. If the Vista Oaks and Highlands Parcel A maps are approved, the Planning Commission and staff believe that the Area A & B trail revisions could be handled as substantial compliance revisions where each could be considered in light of it's relative impacts and a determination made as to approval or denial. The Area 3 revision, however, would be unacceptable because of its impacts on the existing VELB preserve.

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Circulation and Street Design

Vista Oaks - Circulation within the project is provided via a network of residential collector streets and cul-de-sac's consistent with the City's standard street sections. The proposed project design provides for connections to the north, east and south of the project site. The proposed extension of China Garden Road would provide for a forty six (46') foot wide right-of-way with sidewalk on the east side only. A landscape strip varying between 4 and 8 feet in width would be provided along the northwesterly side of the street adjacent to the proposed sound wall.

Access to the Phase I area of the Vista Oaks subdivision would be via China Garden Road which would terminate in a trail head parking area and turn around in the Parcel E park site. The emergency access bridge and road would connect the terminus of China Garden Road at Parcel E to the extension of Monument Springs Drive in the Phase II area to provide a secondary point of emergency only access for the Phase I area.

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Phase II would be accessed via a future extension of Monument Springs Drive south from the existing stub off of China Garden Road (near the Rocklin Park Hotel) across Secret Ravine Creek and through the Granite Lakes Estates and Highlands Parcel A projects. Monument Springs Drive would pass through the Phase II area and connect to the existing portion of Monument Springs Drive located in the adjacent Rocklin Highlands development. It is anticipated that another developer will construct the extension of Monument Springs Drive from its current terminus to Highlands Parcel A. If Monument Springs Drive has not been extended across Secret Ravine Creek south to the project site when development of the Phase II area is begun, the developer will be required to obtain rights-of-way and construct Monument Springs Drive, including the bridge across Secret Ravine Creek, from China Garden Road to the Vista Oaks project site, prior to recording a final map for either Phases II or III as shown on Exhibit A of the tentative subdivision map resolution. The extension of Monument Springs Drive would consist of a minimum of 2 – travel lanes with shoulders and would be located as indicated on the Granite Lakes Estates subdivision (SD-2000-02) and Highlands Parcel A subdivision (SD-2003-05). In the event that the subdivider / developer is unable to obtain the needed rights-of-way the City, would be obligated to obtain them or waive construction of the road connections.

If the Monument Springs bridge and road extension are constructed by other projects, conditions have been included in the resolutions for approval to ensure that the Vista Oaks subdivision reimburses its fair share of the costs of the bridge to the builders as is required by Ordinance 856.

Access to the Phase III area would be via Calverhall Way in the Rocklin Highlands development and Ursula Way in the City of Roseville.

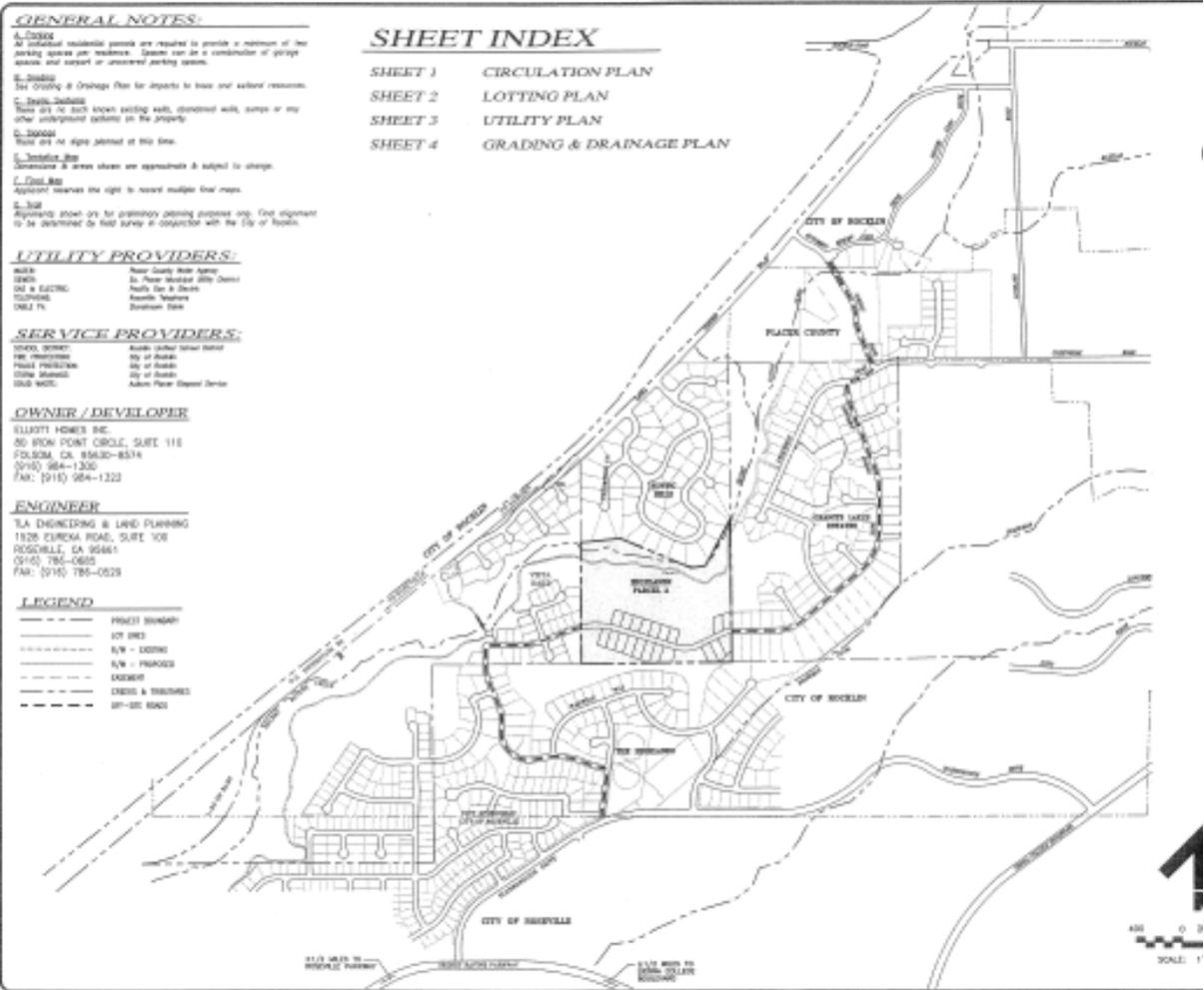
Highlands Parcel A – The Highlands Parcel A project provides for a single street that is an extension of Monument Springs Drive. All the proposed lots in the subdivision would get access from this street. A traffic calming island is proposed in the middle of the street at the easterly end of the project adjacent to the Granite Lakes Estates project. The traffic calming island would be approximately eight (8') feet wide and two hundred (200') feet long with landscaping in the center. Landscaping would consist of trees and low growing ground covers to create an attractive appearance.

Access to the subdivision would be provide by the extension of Monument Springs Drive south from the existing stub off of China Garden Road (near the Rocklin Park Hotel) across Secret Ravine Creek and through the Granite Lakes Estates project and from the extension of Monument Springs Drive in the Rocklin Highlands north through the Vista Oaks project. If either or both of the Monument Springs Drive extensions have not been completed to the project site when development of the subdivision is begun, the subdivider / developer will be required to obtain the right-of-way and construct the needed portions of Monument Springs Drive, including the bridge across Secret Ravine Creek prior to recording a final map. The extension of Monument Springs Drive would consist of a minimum of 2 – travel lands with shoulders and would be located as indicated on the Granite Lakes Estates (SD-2000-02) and Vista Oaks (SD-2002-04) tentative subdivision maps. In the event that the developer was unable to obtain the

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needed right-of-way the City would be obligated to obtain them or waive construction of the road connections.

If the Monument Springs bridge and road extension are constructed by other projects, conditions have been included in the resolutions for approval to ensure that the Highlands Parcel A subdivision reimburses its fair share of the costs of the bridge to the builders as required by Ordinance 856.



Circulation Map

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Landscaping

As a part of the subdivision improvements for the Vista Oaks project, landscaping would be installed in the landscape strip between China Garden Road and the freeway sound wall. Landscaping proposed in this area would include trees, shrubs, and ground covers. The Planning Commission and staff have included a condition to require that the landscape plans be amended to provide for evergreen climbing vines planted to grow on the southerly side of the freeway sound walls to further soften their appearance for area residents.

The Planning Commission and staff have also included conditions of approval for both the Vista Oaks and Highlands Parcel A projects requiring landscaping to be installed in a ten (10') foot wide strip immediately behind the public curb and / or sidewalk, as applicable, where open space parcels abut a public street. The landscaping in these areas would include a mix of drought tolerant trees, shrubs, and ground cover planting substantially similar to the landscaping along the edge of the open space areas in the adjacent Rocklin Highlands Phase 3 & 4 project to provide an attractive edge to the street and transition to the open space wild lands. The wrought iron type fencing described previously would be located immediately behind the landscaping.

Protection of Biological and Paleontological Resources

The Vista Oaks / Highlands Parcel A EIR identified a number of mitigation measures applicable to both projects to ensure that biological, paleontological, and archaeological resources (both those already identified and those that may yet to be uncovered) would be protected during and after the construction process. These include, but are not limited to, techniques such as fencing known sensitive areas, requiring pre-construction surveys for nesting raptors and other specified species of plants and animals, the presence of qualified specialists on site during grading activities to watch for the possible uncovering of unknown archeological or paleontological resources, and requiring the developer to obtain all required permits from State and Federal agencies with jurisdiction over the projects.

Elderberry bushes that are potentially habitat for the Valley Elderberry Longhorn Beetle (VELB) are present on the project sites. The subdivider / developer must provide for no net loss of elderberry shrubs by either avoidance or obtaining the necessary take permit for VELB from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process.

On the Vista Oaks project, the open space parcels are proposed to be owned by the City of Rocklin. Should on site replacement of elderberry shrubs be required Planning Commission and staff does not recommend that the City be responsible for the associated costs. Therefore, a condition has been included in the resolution for project approval to require that, prior to final map approval, the subdivider / developer enter into an agreement with the City of Rocklin to ensure that the expenses and liabilities associated the establishment and maintenance of a Valley Elderberry Longhorn Beetle (VELB) preserve on the project site will be the responsibility of the

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subdivider / developer and not the City of Rocklin until such time as the terms of the take permit issued by the United States Fish and Wildlife Service have been satisfied.

On the Highlands Parcel A project the tentative map proposes that the City would take ownership of the open space parcels being created. However, in this case, the project site which is owned by Elliot Homes already contains a large VELB preserve established by Elliot Homes to mitigate for VELB impacts resulting from their development of the adjacent Rocklin Highlands project. In the adjacent Rocklin Highlands project the open space areas are owned by the Elliot Conservancy, an entity established by Elliot Homes specifically to own and maintain open space areas in their projects. Therefore the Planning Commission and staff recommend that the Elliot Conservancy take ownership of the open space areas being created in the Highlands Parcel A project. An easement would be granted to the City of Rocklin for the pedestrian bike trail along Secret Ravine Creek. Conditions to this effect have been included in the resolutions for approval of the Highlands Parcel A project.

Special Provisions

Both the Vista Oaks and Highlands Parcel A projects will be subject to standard conditions of approval to ensure that the final map complies with the Flood Hazard provisions of the Rocklin Municipal Code. Special conditions to address air pollution control issues identified in the project EIR and requirements for homes to be equipped with residential fire sprinkler systems are proposed to be recorded via separate instrument as notes on the deeds of the relevant lots prior to approval of the final maps. This is to ensure that future home owners could be aware of the requirements and to ensure their implementation with the issuance of building permits to develop the lots in question. Both projects also are required to work with the Placer County Air Pollution Control District to provide adequate mitigation of the long-term ozone precursor emissions that would be generated by the project.

In addition, the Vista Oaks project also has conditions to ensure that that a deed restriction will be recorded against the lots in the Phase I area requiring that these lots comply with the proposed Grading Guidelines and Noise Mitigation Standards contained in the proposed design guidelines.

Subdivision Design

Vista Oaks - Prior to approval of improvement plans for any phase of the project, the subdivision design would have to be modified as needed to ensure that emergency fire access routes, a minimum of 6-feet wide, are provided to open space areas from the ends of all cul-de-sacs (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) by extending the open space parcels between the parcels to the front setback line. An access easement would be recorded over the portions of the open space fire access routes that are located within the front yards of single-family residential lots. These easements would specify that no trees, fencing, or permanent structures could be installed within the easement area as they could block access in an emergency.

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The Planning Commission and staff also recommend that the proposed subdivision design be modified by extending the rear or easterly property lines of Lots 95 through 99 to the east 22 feet to the boundary with the adjacent Highlands Parcel A (APN 046-020-039). This would clean up the proposed subdivision map by eliminating a small narrow area with no open space value and that is not required to provide Fire Department access to an open space area.

Highlands Parcel A – No changes or modifications to the proposed design for the Highlands Parcel A subdivision are required.

Oak Tree Preservation Permit

Both the Vista Oaks and Highlands Parcel A projects will be subject to standard conditions regarding the protection of oak trees to be preserved and mitigation for those to be removed. Conditions of approval consistent with the City of Rocklin Oak Tree Preservation Ordinance which have been included in the draft resolutions for approval of the projects. It is anticipated that approximately 443 of 1454 oak trees in the Vista Oaks project would be removed to allow construction of the roads, trails, and development of the padded and limited graded lots and approximately 173 of 380 oak trees would be removed in the Highlands Parcel A subdivision.

Park Site

Vista Oaks - Parcel E, as indicated on the tentative subdivision map, is proposed to become a City Park. Prior to recording a final map for any portion of the Vista Oaks tentative subdivision map, the subdivider will be required to execute the City's standard form turn key park improvement agreement requiring the subdivider to improve the park site with recreational equipment, facilities, and landscaping to the satisfaction of the Director of Community Services and Facilities and dedicate the completed park to the City, in fee, within a time established by the City,.

Highlands Parcel A – The Highlands Parcel A project will pay standard park fees to mitigate the incremental increase in the need for recreational facilities generated by the project.

Open Space and Conservation Easement

Vista Oaks - Prior to recording a final map for each phase of the Vista Oaks project, as applicable, an open space and conservation easement will be recorded over Parcels A, C, & D to protect the wetland areas

Highlands Parcel A – Prior to recording a final map for the Highlands Parcel A project an open space and conservation easement will be recorded over open space Parcels A, B, C, & D to protect hillsides, wetland areas and biological resources.

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Phasing

Vista Oaks - The Vista Oaks project could be developed in up to three phases as indicated on Exhibit A of the tentative subdivision map resolution. The Planning Commission and staff have specified a number of improvements that must be completed with the various phases regardless of what order they are actually built. Parcel B, the future site of a City Freeway identification sign, must be dedicated to the City with the development of the first portion of the project area. Likewise, the Open Space Management and Fuel Modification Plan must be implemented for the open space areas adjacent to each phase of development as it occurs.

In addition the Planning Commission and staff has identified a number of improvements specific to each development phase identified on the tentative subdivision map that must be implemented prior to or concurrently with filing a final map for each phase. These improvements have been discussed previously and are briefly identified below as follows:

Improvements to be completed prior to or concurrently with development of the Phase I area (located at the end of China Garden Road) as identified on the tentative subdivision map:

- 4.e.3)i. (construct 14-foot noise wall for homes);
- 4.e.3)ii. (construct 8-foot noise wall for park);
- 4.e.3)iv. (construct residential / open space interface fencing);
- 4.e.3)v. (masonry wall between residential lots and park);
- 4.e.3)vii. (remove billboard at China Garden and Road L);
- 4.e.3)viii. (transfer billboard in Parcel A to City);
- 4.e.3)ix. (stub utilities to Parcel B);
- 4.e.3)x. (stub utilities to Parcel E);
- 4.e.3)xi. (Construct trail system through Parcel A);
- 4.e.3)xii. (Construct emergency access bridge);
- 4.e.3)xiv. (construct trail head parking and turn around);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

Improvements to be completed prior to or concurrently with development of the Phase II area (located adjacent to the Highlands Parcel A and north of the Rocklin Highlands project) as identified on the tentative subdivision map:

- 4.e.3)iv. (construct residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xi. (construct trail system through Parcel A);
- 4.e.3)xii. (construct emergency access bridge);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

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Improvements to be completed prior to or concurrently with development of the Phase III area (located north of the Roseville City limit and west of the Rocklin Highlands project) as identified on the tentative subdivision map:

- 4.e.3)iii. (construct rear yard sound walls);
- 4.e.3)iv. (construct residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);

Highlands Parcel A – The Highlands Parcel A project will be built in one phase but will include the extension of Monument Springs Drive from Secret Ravine to Rocklin Highlands Units 3 & 4.

Design Review for Grading Guidelines and Noise Mitigation Standards

As referenced earlier the Phase I area of the Vista Oaks project will be required to comply with special grading and noise mitigation design guidelines. The proposed Vista Oaks Phase I Design Guidelines have been attached as Exhibit A to the Design Review resolution in this packet. The guidelines provide direction on construction techniques to be used in sloping conditions to try and minimize the disturbance of the site by conforming homes to the existing lot contours to the extent feasible. Standards are also set forth to require the homes built in the Phase I area of the Vista Oaks project to comply with the interior noise level standards set forth in the Rocklin General Plan.

Grading approvals for the “Pad Graded” and Limited Graded Lots” would all be at the staff level. Grading for the “Pad Graded” lots in Phases II and III would be reviewed with Improvement Plan for each phase to check for consistency with the approved tentative subdivision map. Grading for the “Limited Graded Lots” in Phase I would be custom designed for each lot at such time as a home is proposed for construction based on a Planning and Building Division determination of consistency with the approved guidelines. Any appeals to staff decisions would be presented to the Planning Commission.

Attachments

1. Letter from Applicant dated 9/18/2006 regarding Alternative Trail Locations
2. Minutes of the October 3, 2006 Planning Commission Meeting.

Reference Documents available upon request

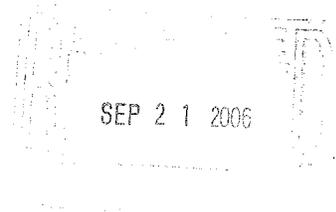
3. Vista Oaks and Highlands Parcel A Draft EIR (April 2006)
4. Appendices to the Vista Oaks and Highlands Parcel A Draft EIR (April 2006)
5. Vista Oaks and Highlands Parcel A Final EIR (September 2006)

BVF/
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September 18, 2006

Mr. Bret Finning
Associate Planner
City of Rocklin
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677-2720



Subject: Vista Oaks / Highlands Parcel A - Alternative Trail Locations

Dear Bret:

At the request of concerned neighbors in the Rustic Hills subdivision I met with them on the Vista Oaks and Highlands Parcel A project sites in May 2006 to discuss the feasibility of moving the proposed bike/pedestrian trail located in the open space areas spanning the two projects. Mr. Cliff Keller, Mr. Gayland McCord and Mr. Frank Rossovich graciously escorted me and my consultants from ECORP Inc. along the trail alignment originally identified with the help of David Mohlenbrok from the City and staff from TLA back in 2004. That trail alignment is generally a compromise reached in an attempt at balancing objectives. Those objectives include, but are not limited to, avoiding or minimizing tree impacts and impacts to cultural resources; limiting encroachment into the 100 year floodplain; minimizing grade changes for ADA compliance; minimizing or avoiding encroachment into regulated preserves; and avoiding areas that might be prone to erosion. With these objectives in mind there are other objectives shared from a differing point of view. Out of sensitivity to these differing points of view TLA was pleased to have the opportunity to meet with our neighbors and discuss their concerns regarding the proposed trail. Below you will find a summary and assessment of the three alternative trail alignments proposed by the neighbors. The trail alignment areas are identified on Exhibits 1 and 2 as Area 1, 2, and 3.

Area 1 is located relatively close to the creek and it might be prudent to move this trail portion south. The actual distance to the "typical" water level is only about 18 feet. The US Army Corps of Engineers and the US Fish and Wildlife service may ask us to move the trail anyway. We are supportive of this alternative location.

Area 2 is located at the margin between the Vista Oaks project and the Highlands project. The proposed trail location would place the trail within the one hundred year floodplain. This may present issues although to date we've heard of none. Moving the trail to the south as the Rustic Hills neighbors suggest places the trail more in proximity to a number of trees which might be subsequently impacted. It also would place the trail across an area full of rock outcroppings. It may also place the trail closer to nearby cultural resources. I believe the mitigation measures from the EIR are sufficient to account for both additional tree impacts and potential impacts to cultural resources. We are supportive of this alternative location but caution that it may require full implementation of anticipated and contemplated mitigation measures.

Area 3 is more problematic in that the proposed relocation would place the trail in the existing Valley Elderberry Longhorn Beetle (VELB) preserve, and in an area of steep slopes with long runs. Placement of the trail within the VELB preserve will subject the VELB preserve to modification of the Operations and Management Plan and may never be acceptable to the US Fish and Wildlife Service.

Mr. Bret Finning
September 18, 2006
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In regards to the steep slope issue, you may recall TLA's concern, later reiterated by City staff, that there might be issues regarding possible compliance with the Americans with Disabilities Act (ADA). TLA contacted ADA Compliance Consultants in Folsom, California to discuss existing and possible future regulations. A work group known as the Regulatory Negotiation Committee on Accessibility Guidelines for Outdoor Developed Areas has developed accessible trail guidelines that may eventually be incorporated into the ADA. ADA Compliance Consultants recommended that wherever possible a project comply with the draft accessible trail guidelines. This is similar to the policy currently implemented by the City of Roseville as it implements its Bicycle Master Plan. In regards to slope and runs the guidelines are as follows:

An accessible trail would meet these minimum technical provisions:

- Running slope (trail grade) meets one or more of the following:
 - five percent or less for any distance;
 - up to 8.33 percent for 200 feet max. Resting intervals no more than 200 feet apart;
 - up to 10 percent for 30 feet max. Resting intervals no more than 30 feet apart;
 - up to 12.5 percent for 10 feet max. Resting intervals no more than 10 feet apart;
 - no more than 30 percent of the total trail length may exceed a running slope of 8.33 percent.

Our technical review of the Area 3 trail alternative indicates that most, if not all of the Area 3 alternative trail location would exceed the recommended maximum slopes and runs. The draft guidelines go further and stipulate that departures from the standards would be permitted for any portion of a trail where compliance would:

- cause substantial harm to cultural, historic, religious or significant natural features or characteristics;
- substantially alter the nature of the setting or the purpose;
- require construction methods or materials that are prohibited by federal, state or local regulations or statutes;
- not be feasible due to terrain or prevailing construction practices.

We believe that placement of the Area 3 trail in the currently proposed location would not trigger any of these issues. The alternative location has the potential to cause hardship if compliance with ADA guidelines, and/or trouble-free operation of the VELB mitigation area are objectives.

We have successfully contacted Mr. Cliff Keller from the Rustic Hills neighborhood and shared with him our assessment as presented herein. We are looking forward to a face to face meeting with him to present this discussion. I hope you find this letter informative of the bike/pedestrian trail issues. Please do not hesitate to contact me if you have any questions.

Sincerely,



Brad Shirhall

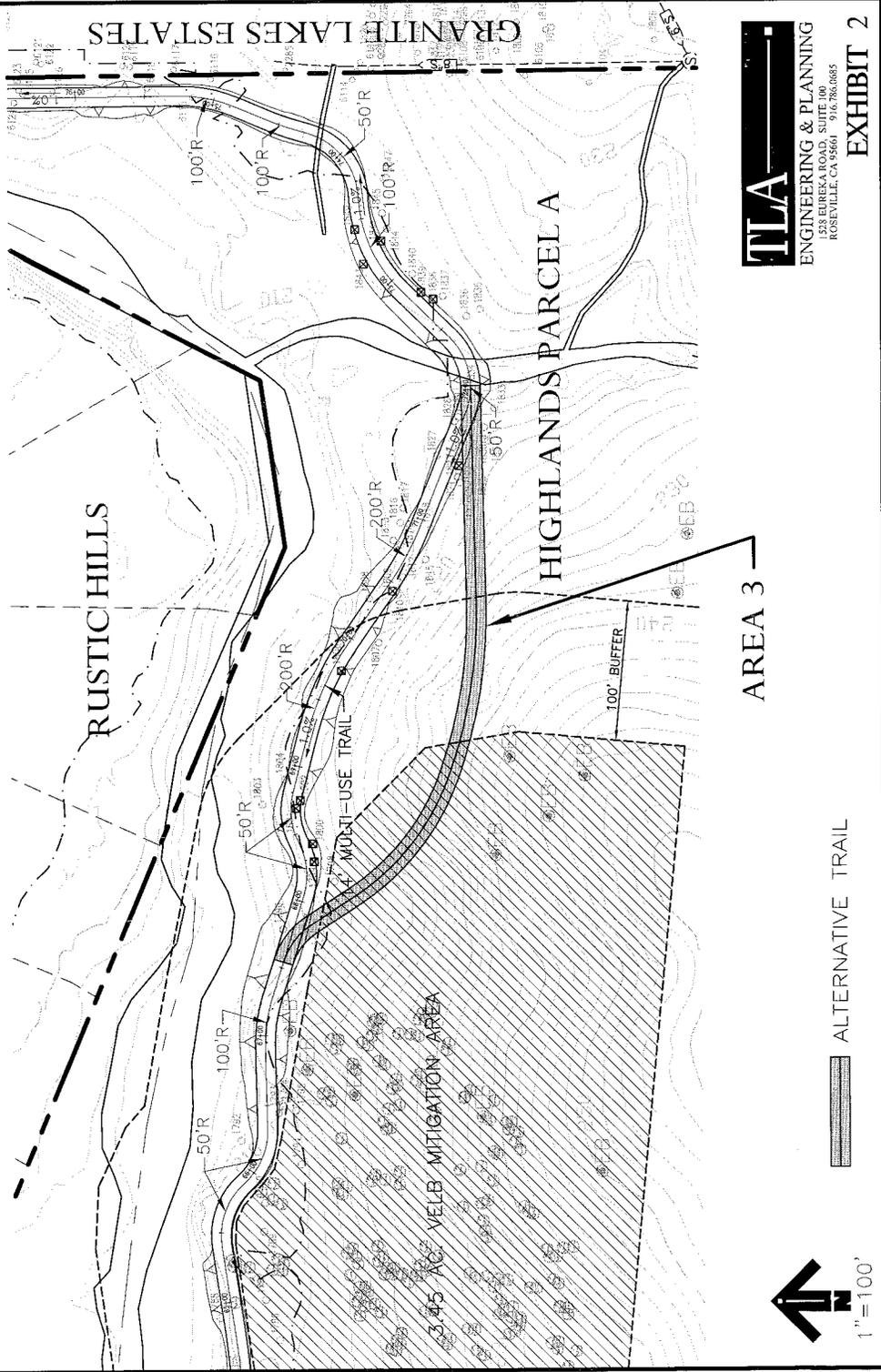
attachments.

c: Cliff Keller
file.



ATTACHMENT 1

VISTA OAKS/HIGHLANDS PARCEL A TRAIL ALTERNATIVES



TLA
ENGINEERING & PLANNING
 1551 BIRCHWOOD, SUITE 100
 ROSEVILLE, CA 95661 916.786.6885

EXHIBIT 2

TLA JOB#: 99028 DATE: SEPTEMBER 19, 2006

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DRAFT

CITY OF ROCKLIN MINUTES OF THE PLANNING COMMISSION MEETING

October 3, 2006
Rocklin Council Chambers
Rocklin Administration Building
3970 Rocklin Road
(www.ci.rocklin.ca.us)

1. Meeting Called to Order at 6:30 p.m.
2. Pledge of Allegiance was lead by Commission Weibert
3. Roll Call

Commissioner Sully, Chairwoman
Commissioner Coleman, Vice Chairman
Commissioner Shirhall
Commissioner Menth
Commissioner Weibert

Others Present:

Terry Richardson, Community Development Director
Sherri Abbas, Planning Services Manager
Crystal Hodgson, Assistant City Attorney
Bret Finning, Associate Planner
Laura Webster, Senior Planner
Vicki Jones, Administrative Clerk II
Jee Choy, Senior Engineer
David Mohlenbrok, Senior Planner

About 27 others

4. Minutes - August 15, 2006 & September 19, 2006 were approved.

Correspondence – *None*

Citizens Addressing the Commission on Non Agenda Items - *None*

Scheduled Items:

7. VISTA OAKS / HIGHLANDS FINAL EIR, EIR-2002-01 PUBLIC HEARING

VISTA OAKS

GENERAL PLAN AMENDMENT, GPA-2002-04
GENERAL DEVELOPMENT PLAN, PDG-2001-07
REZONE, Z-2002-02
TENTATIVE SUBDIVISION MAP, SD-2001-04
TREE PRESERVATION PLAN PERMIT, TRE-2001-30

ATTACHMENT 2

DESIGN REVIEW, DR-2002-21**HIGHLANDS PARCEL A****GENERAL PLAN AMENDMENT, GPA-2006-03****GENERAL DEVELOPMENT PLAN, PDG-2003-02****REZONE, Z-2006-04****TENTATIVE SUBDIVISION MAP, SD-2003-05****TREE PRESERVATION PLAN PERMIT, TRE-2003-33**

Vista Oaks – A request for approval of a general plan amendment to amend the locations and reduce the total area designated Low Density Residential (LDR) from 46.3 acres to 33.7 acres, amend the locations and increase the area designated Recreation Conservation (R-C) from 44.1 acres to 59.4 acres, and eliminate 2.7 acres designated Rural Residential (RR); a rezone and general development plan to change the zoning designation on the project site from Planned Development 1.5 dwelling units per acre (PD-1.5) to Planned Development 1.08 dwelling units per acre (PD-1.08) and establish development criteria; a tentative subdivision map and a tree preservation plan permit to allow the 93 acre site to be subdivided into 100 single family residential lots, on approximately 32.3 acres (including streets), and five open space parcels, on approximately 60.9 acres; and a design review to establish special grading and construction requirements for the Phase I area of the subdivision.

Highlands Parcel A – A request for approval of a general plan amendment to amend the locations and change the project site land use designation from 25.2 acres Low Density Residential (LDR) to 24.5 acres Rural Residential (RR), and amend the locations and increase the area designated Recreation Conservation (R-C) from 4.9 acres to 5.6 acres; a rezone and general development plan to change the zoning designation on the project site from Planned Development 1.5 dwelling units per acre (PD-1.5) to Planned Development 0.67 dwelling units per acre (PD-0.67) and establish development criteria; a tentative subdivision map and a tree preservation plan permit to allow the 30.14 acre site to be subdivided into 20 single family residential lots, on approximately 7.27 acres (including streets), and four open space parcels, on approximately 22.89 acres.

The project sites are generally located in the City of Rocklin along Secret Ravine Creek easterly of Interstate 80 at the southerly terminus of China Garden Road and north of the Rocklin City Limit. APN # Vista Oaks: 046-010-007 & 046-020-003, Highlands Lot A: 046-020-039.

The properties are zoned Planned Development 1.5 dwelling units per acre (PD-1.5) and Open Area (OA). The General Plan designation is Low Density Residential (LDR), Rural Residential (RR), and Recreation – Conservation (R-C).

An environmental Impact Report has been prepared for the two projects. The Final EIR consists of: (1) Revised Summary Table, (2) Responses to comments received on the Draft EIR, and (3) A Mitigation Monitoring Program.

The applicant is Terrance Lowell and Associates. The property owners are: Vista Oaks – Ronald Guntert Jr., Highlands Parcel A – Elliot Homes, Inc.

Sherri Abbas explained that there were two parts to this presentation.

David Mohlenbrok presented Part I of the staff report.

ATTACHMENT 2

The Commission had no questions for Staff pertaining to Part I of the staff report.

Bret Finning presented Part II of the staff report.

The Commission had no questions for Staff pertaining to Part II of the staff report.

Vista Oaks –

Steve Spain, TLA, stated that the Vista Oaks portion of the map had once been heard by the Planning Commission and sent to the City Council with a recommendation of approval in 1990. He commented that the tree impact the numbers in the staff report and EIR are the surveyed trees only. He said that they had gone back and surveyed all of the trees for the entire property and they would only have a 23% reduction in trees for all of Vista Oaks and a 26% reduction in trees for all of Highlands. He pointed out that the density of build-out for Highlands is 23% and Vista Oaks is 61% of what was allowed in the General Plan. He felt that the General Plan open space boundary was based upon the 100 year flood plain and that this was what defined the land use. He stated that the project's benefits were a 58 acre passive park that would be turned over to the City of Rocklin, a turnkey park as part of the project, the quarter acre parcel for the entry sign, should the City decide to build one, an extended sound wall past the project to tie into the existing sound wall, natural gas would be brought down China Garden Road (which would potentially allow Rustic Hills to hook into the natural gas line), there would be 5110 linear feet of pedestrian trail in the Vista Oaks project and Highlands would build another 1720 linear feet, and the developer would also build a low water emergency bridge. He stated that they agreed to enter into a fair share agreement to define cost contributions towards Monument Springs Bridge. He stated that they had met with the residents of Rustic Hills to try and work with their concerns. He also pointed out that he feared that if affordable housing was put into the project that it may over burden the project financially.

Terry Lowell, TLA, addressed the issues of the 100 year flood plain along Secret Ravine and the bridge's possible impact on Rustic Hills; and the issue of storm water pollution prevention. He pointed out that the bridge was placed in the proposed location in order to get it as far down stream from Rustic Hills as possible. He stated that the low water bridge would have multiple spans. He addressed two worst case scenarios. The first was that one whole bay of the bridge would be blocked with debris and the second worse case scenario was to assume that the railing on the top of the bridge was also blocked with debris. He said that the probability of one or both of the scenarios happening was small and would probably never happen but just to see what would happen in either of those events they did the hydraulic modeling and it still showed that at the boundaries of Vista Oaks and Rustic Hills would have no increase in the 100 year water surface. He asked for a change in the requirement that the developer pay the City to hire a storm water management professional to oversee the person that they were already required to hire. He requested that there be a budgetary limitation on the City's storm water management professional of 4 hours per week during the wet season and 2 hours per week during the dry season.

The Commission had questions for the applicant regarding the following:

1. Commissioner Menth stated that there was a reference to the "benefits" of the project and asked for definition of the term and how it would be recognized for purposes of implementing affordable housing.
2. Commissioner Menth asked if there had been a discussion between the staff and the applicant in regards to the benefits vs. affordable housing and how long prior to the meeting had this discussion taken place. He also wanted to know if the affordable housing issue was based on a case by case situation and was negotiable.

ATTACHMENT 2

3. Commissioner Sully asked how the City was doing on the affordable housing state mandated requirements.
4. Commissioner Coleman asked if the water management professional would be hired for a 12 month period or for the duration of the construction. He wanted to know if the City was going to hire a storm water management professional no matter how long the duration would be.
5. Commissioner Coleman asked if the sound wall on Phase II was a requirement that the City would like to see or if it was something that the developer wanted and is a sound wall back that far was really needed. He asked if the wall was necessary with all of the oak trees that were on the property and wanted to know about large harbor area that would be a collector of sound and was not protected by sound walls.
6. Commissioner Coleman asked that the billboard issue be clarified.
7. Commissioner Coleman wanted a clarification in regard to the trail system and how they could withstand a 100 year flood.
8. Commissioner Shirhall asked if the permit fees covered the inspectors, for example the building inspectors or if we could increase the fees to cover the storm water management professional.
9. Commissioner Weibert asked if there was a way that the signs through leasing could be used to benefit the City as far as the kind of advertisement used.
10. Commissioner Sully asked if the applicant could accept the language that Terry Richardson had suggested in regard to the storm water specialist.
11. Commissioner Coleman asked what would happen if there were 2 storm water management specialists on site and they disagreed.
12. Commissioner Shirhall stated that the applicant referenced a General Plan approval in 1990 with 159 houses. He wanted to know where they had planned to put those houses.

The hearing was opened to the public for their comments.

Julie Vasco, 3615 Wood Glade Court in the Woodside Development, stated that she would like to see a sound wall along the Woodside portion of the freeway.

Cliff Keller, 6285 Rustic Hills Drive, stated he was concerned with the steepness of a portion of the trail and that there would be some ADA issues that couldn't happen. He would like to see the trail moved as far away from the creek as possible and still meet the ADA issues.

Mike Anderson, 5350 Rustic Hills, stated that he thought that China Garden Road (in front of Rustic Hills) should be upgraded with a sidewalk. He also asked if the park would be a turnkey park. He also requested that they put in a kiosk in for the Chinese history.

Commissioner Menth pointed out that he saw a sidewalk on a map he was looking at and asked where it would be located.

Bret Finning stated that the sidewalk was only a proposed sidewalk within the Phase I portion of Vista Oaks and would not extend beyond that project site.

David Baker, 5213 Del Vista Way, stated that he was a representative of the Dry Creek Conservancy. He agreed with the staff's point about the storm water monitors. He stated that he didn't see the letter dated 1/17/05 reflected in the comments of the environmental report. He felt that it was very important that the bridge be done right so that it did not create stressors for the salmon. He stated that he was concerned about the sewer lines and how they would cross the creek. He also agreed that there should be a kiosk for the Chinese heritage.

Joe Drab, 6235 Rustic Hills Drive, wanted to address the issue of having some kind of a bike trail on China Garden Road. He commented that he would also like to see a stop sign at the last Rustic Hills intersection, restricted access to the trail, storm water monitors & restrooms in the park.

Bob Stetson, 6290 Rustic Hill Drive, stated that he was concerned about low level bridge for emergency access only. He also commented that he was concerned with the slope of the bike trail, the children having safe access to the park, and that he would like to see the logs for the storm water maintenance accessible to the public regarding storm water management.

Questions to staff:

1. Commissioner Sully asked about the noise impact to the Woodside community.

Jim Brennan, JC Brennans Associates, stated that they use 3db increase to determine impact because that is when it is perceptible. He reiterated there would be no impact to the Woodside area.

2. Commissioner Coleman wanted to know if there were any reflection advantages from one material to the other, if there were any advantages to different angles.
3. Commissioner Sully asked how the sound wall would affect the access for the children going to bus stops and between projects, and how the sewer lines would cross the creek. She was concerned about the City's right to encroach upon the Elderberry preserve even if the plants were dying. She wanted to know if the City was responsible for the preserve.
4. Commissioner Coleman wanted to know what the requirement is in regard to keeping the maintenance logs available to the public.

Jee Choy stated that the reports should be kept on site. The City inspectors' reports are kept in the City inspector's files. He was not sure if it was required by the state that the reports be accessible to everybody.

5. Commissioner Sully wanted to know if it was possible to put a kiosk for the Chinese history and a bathroom in the park.
6. Commissioner Coleman was concerned about the access of the cars to the trail and wanted to know if there were a way to control them.
7. Commissioner Sully commented on the safety issue with the children on the bike trail. She requested that this be looked into.

ATTACHMENT 2

8. Commissioner Coleman wanted to know what the penalty to the City is if only 98% of the requirement for affordable housing was reached

Terry Richardson stated that the general plan can be challenged if it's not being implemented properly, sometimes funding is affected, and that it can affect Community Development block grants, home grants, etc.

Commissioner Coleman stated with that with the need for the 10% affordable housing on one hand, that on the other hand this developer is doing a lot of things to give the City a project where all the public comment was positive which told him that they were meeting the needs of the general public in developing this project. He felt that it was a great project. He felt that the developer had done a lot in downsizing, open area, and amenities. He felt that the City should remove the 10% affordable housing on both of the projects.

He stated that if the City needs an entry sign in that area that he would approve of one. On the issue of storm water management, he stated that this was an issue that could be negotiated between Staff and the applicant. He stated that he was opposed to the billboards.

He stated that he was comfortable with the sound test, that the sound walls were adequate and met the needs of the community. He supported the project and stated that it was a fine looking project and that it was well accepted by the community.

Commissioner Sully disclosed that she wanted to let the public know that she had an exparte communication with the applicant but hadn't made any decisions prior to the Planning Commission meeting. She asked if any of the other commissioners had an exparte with the applicant.

Commissioners Shirhall and Menth stated that they too had an exparte communication with the applicant. Commissioners Weibert and Coleman had not.

Commissioner Weibert stated that she would be in favor of applying the 10% affordable housing rule to all developments within the community of Rocklin. She stated it is very important that the City of Rocklin provide their own management component on the storm water management issue. She didn't like the signage along the freeway and felt that there would be management issues with the graffiti, etc. She was satisfied with the engineer's report regarding the walls. She stated that she felt it was a nice project and supported it.

Commissioner Menth stated that according to Staff, the 10% requirement was negotiable and, therefore, he was not overly concerned about any impact that may suffered from an enforcement agency if they did not apply the 10% in this case.

He felt in regard to the SWPP issue that, a monitor on behalf of the City was better in this instance.

He was opposed to the billboards stating that he thought they were problematic and ugly. He was satisfied with what had been discussed regarding the sound walls. He made a recommendation to the City Council to direct Staff as to issues relative to a bike lane, sidewalk,

ATTACHMENT 2

painted stripe, or some method by which local children and users of footpaths are protected relative to traffic on China Garden.

Commissioner Shirhall stated that he was confident in the project and the environmental document he reviewed and its mitigation and monitoring programs. He noted that the proposal was consistent with the City's General Plan. He would approve of a kiosk or maybe a monument stone reflecting the heritage of the area in the new park. He felt that another great aspect of the plan was that it would help achieve the General Plan goals.

He opposed the billboard and felt that removing it would clean up the area. He approved of the extensive hiking trails.

He wanted to strike the words "cedar fence option" and stated that he thought it should be all redwood fencing.

He stated that in this case, based on what the City was receiving in parks and hiking trails and saving woodlands, that we were ending up with a great project and that in this instance the City could do away with the affordable housing component.

He appreciated Terry Lowell coming up with some SWPP language to work through. He thought that it was something that needed to be defined prior to the City Council hearing.

He thought that the sound wall was adequate. He was very pleased with this plan and recommended approval.

Commissioner Sully was undecided on the issue regarding the 10% affordable housing and felt that Staff and the applicant could work on negotiating this prior to the City Council meeting.

She commented that she thought all the commissioners thought it was a good idea that there be something worked out in regard to the storm water pollution management issue. She thought it was proactive on the City's part and that whatever could be done to help water quality was a good idea.

She stated that she felt everybody wanted to remove the billboards.

She agreed with her fellow commissioners that the sound wall was adequate. She agreed with Commissioner Menth's comments in making sure that they make a recommendation to City Council regarding the safety issues on China Garden Road. She also stated that she hoped Staff would alert the police department about the problem with the cars down at the end of China Garden Road.

She said that she concurred with Commissioner Shirhall's statement requiring putting in redwood rather than cedar on the posts in the project.

Commissioner Weibert stated that it was possible for a developer to be subject to the 10% and not have to provide the low income housing within either one of the two projects. She felt that it

could be because of a monetary contribution or to they could provide the low income housing in a different section of the City not necessarily in this project.

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, MAKING OF FINDINGS OF OVERRIDING CONSIDERATIONS, APPROVAL OF A MITIGATION MONITORING PROGRAM AND DIRECTING THE ENVIRONMENTAL COORDINATOR OF THE FILE A NOTICE OF DETERMINATION (VISTA OAKS/HIGHLANDS PARCEL A EIR/EIR-2002-01) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF ROCKLIN FROM LOW DENSITY RESIDENTIAL (LDR) TO RURAL RESIDENTIAL (RR), FROM RECREATION CONSERVATION (R-C) TO RURAL RESIDENTIAL (RR) AND FROM LOW DENSITY RESIDENTIAL (LDR) TO RECREATION CONSERVATION (R-C) (Highlands Parcel A /GPA-2006-03) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF A REZONING TO PLANNED DEVELOPMENT – 0.67 AND ADOPTING A GENERAL DEVELOPMENT PLAN (HIGHLANDS PARCEL A / Z-2006-04, PDG-2003-02) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF A TENTATIVE SUBDIVISION MAY (HIGHLANDS PARCEL A / SD-2003-05, TRE-2003-33) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF A DESIGN REVIEW (VISTA OAKS / DR-2002-21 – PHASE I ONLY) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF ROCKLIN FROM RURAL RESIDENTIAL TO LOW DENSITY RESIDENTIAL (LDR), FROM RECREATION CONSERVATION (R-C) TO LOW DENSITY RESIDENTIAL (LDR), AND FROM LOW DENSITY RESIDENTIAL (LDR) TO RECREATION CONSERVATION (R-C) (VISTA OAKS /GPA-2002-04) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF A REZONING TO PLANNED DEVELOPMENT – 1.08 AND ADOPTING A GENERAL DEVELOPMENT PLAN PER DISCUSSION DELETING CEDAR (VISTA OAKS / Z-2002-02, PDG-2001-07) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None

ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

On a motion by Commissioner Shirhall and seconded by Commissioner Menth, RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROCKLIN RECOMMENDING APPROVAL OF A TENTATIVE SUBDIVISION MAP (VISTA OAKS / SD-2001-04, TRE-2001-30) was approved by the following vote:

AYES: Commissioners Shirhall, Coleman, Sully, Weibert & Menth
 NOES: None
 ABSENT: None
 ABSTAIN: None

Motion carried: 5/0

Discussion

- **Commissioner Weibert would be absent at the October 17 meeting**
- **Yellow sign at the American Furniture Store.**
- **Binders**
- **Opus truck trailer as billboard.**
- **Safeway at Park and Sunset being remodel**
- **Cleaning area up – bundles have been there for a week and a half**
- **Post office**
- **Proposed Lowes**
- **Wal-Mart Superstore**
- **Sierra College/Rocklin Road**
- **McDonalds**
- **Nugget Shopping Center**

9. Adjournment

There being no further business brought before the Commission, the meeting was adjourned at 9:40 p.m.

Respectfully submitted,

Vicki Jones
 Administrative Clerk II

Vista Oaks/Highlands Parcel A
Time Extension for Tentative Subdivision Maps and Tree Preservation Plan Permits
15162 Analysis

PROJECT DESCRIPTION:

The Vista Oaks/Highlands Parcel A Time Extension is a request for approval of a 2-year extension of time for two previously approved projects: 1) Vista Oaks Subdivision, consisting of previously approved Tentative Subdivision Map and Tree Preservation Plan Permit entitlements that allowed a 93.2 +/- acre site to be subdivided into 100 single-family residential lots on approximately 32.3 acres (including streets), and five open space parcels on approximately 60.9 acres, and 2) Highlands Parcel A Subdivision, consisting of previously approved Tentative Subdivision Map and Tree Preservation Plan Permit entitlements that allowed a 30.1 +/- acre site to be subdivided into 20 single family residential lots on approximately 7.3 acres (including streets), and four open space parcels on approximately 22.9 acres. The project does not modify the location, design, or lot count of the previously approved subdivisions.

PRIOR ENVIRONMENTAL REVIEW:

In 2006, an Environmental Impact Report (EIR) for the Vista Oaks/Highlands Parcel A project was approved per City Council Resolution 2006-349. Project specific analysis was conducted and potential impacts of the Vista Oaks/Highlands Parcel A projects were identified in the EIR document.

RELIANCE ON PRIOR ENVIRONMENTAL REVIEW:

The potential environmental impacts of the Vista Oaks/Highlands Parcel A project were analyzed as required by the California Environmental Quality Act (CEQA) in an Environmental Impact Report, which was previously approved by the Rocklin City Council acting as the lead agency through Resolution 2006-349. Once a project has been approved, the lead agency's role in project approvals is completed, unless further discretionary approval on that project is required. In this case, because the Vista Oaks/Highlands Parcel A project is requesting additional land use entitlements (a Time Extension) and further discretionary approval, the City must examine the adequacy of the prior environmental review.

Public Resources Code section 21166 and Section 15162 provide the framework for analysis of the adequacy of prior environmental review of a subsequent project. The questions that must be addressed when making a determination of whether further environmental review would be necessary are as follows:

1) Do Proposed Changes Involve New Significant Impacts?

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

2) Are There Any New Circumstances Involving New Impacts?

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

3) Is There Any New Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A-D) of the CEQA Guidelines, is there new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was adopted as complete that is now available requiring an update to the analysis of the previous environmental document to verify that the environmental conclusions and mitigations remain valid? If the new information shows that:

- (A) The project will have one or more significant effects not discussed in the prior environmental documents; or
- (B) That significant effects previously examined will be substantially more severe than shown in the prior environmental documents; or
- (C) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) That mitigation measures or alternative which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative, then the preparation of a subsequent or supplemental EIR would be required.

If the additional analysis completed finds that the conclusions of the prior environmental documents remain the same and no new significant impacts are identified, or identified environmental impacts are not found to be more severe, or additional mitigation is not necessary, then no additional environmental documentation (supplemental or subsequent EIR or subsequent negative declaration) is required.

COMPARISON OF THE PREVIOUSLY APPROVED VISTA OAKS/HIGHLANDS PARCEL A PROJECT AND ITS EIR:

The adopted Vista Oaks/Highlands Parcel A EIR addressed the development of the Vista Oaks/Highlands Parcel A project sites as follows:

- Vista Oaks Design Review (DR-2002-21) to identify specific grading criteria to be used during development of a portion of the site that is not proposed for pad grading.
- Vista Oaks General Plan Amendment (GPA-2002-04) to relocate the existing boundaries between the areas designated Recreation/Conservation (R-C) and Low Density Residential (LDR).
- Vista Oaks Rezone (Z-2002-02) to redistribute 16.6 acres of Planned Development 1.5 (PD-1.5) and Open Area (OA) zoning.
- Vista Oaks General Development Plan (PDG-2001-07) to establish development standards to govern the physical development of the site.
- Vista Oaks Tentative Subdivision Map (SD-2001-04) to subdivide approximately 93.2 acres into 100 single-family residential lots and five open-space parcels.
- Vista Oaks Oak Tree Preservation Plan Permit (TRE-2001-30) to plan for the preservation of oak trees, to allow for the removal of impacted oak trees, and to mitigate impacts to oak trees.
- Highlands Parcel A General Plan Amendment (GPA-2006-03) to designate the majority of the project site from Low Density Residential (LDR) to Rural Residential (RR), and to reconfigure the boundary of the Recreation/Conservation (R/C) designation along the northern and southern boundaries of the property.
- Highlands Parcel A Rezone (Z-2006-04) to change the designation from PD-1.5 to PD-0.66. The existing 5.6 acres of OA zoning would not change.
- Highlands Parcel A General Development Plan (PDG-2003-02) to establish development standards to govern the physical development of the site.
- Highlands Parcel A Tentative Subdivision Map (SD-2003-05) to subdivide approximately 30.1 acres into 20 single-family residential lots and four open-space parcels.
- Highlands Parcel A Oak Tree Preservation Plan Permit to plan for the preservation of oak trees, to allow for the removal of impacted oak trees, and to mitigate impacts to oak trees.

The Vista Oaks/Highlands Parcel A Time Extension project involves the same land area and lot count that was previously considered and analyzed. There are no changes proposed to the project.

IMPACT ANALYSIS:

- 1) Aesthetics –the Vista Oaks/Highlands Parcel A Time Extension project will introduce the same development into the project area that is consistent with what was anticipated by the original project. Development of the project is consistent with the surrounding existing and anticipated development and does not include any aspects that would introduce new aesthetic impacts.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes, it is not anticipated to result in new significant aesthetic impacts or substantially more severe aesthetic impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant aesthetic impacts or substantially more severe aesthetic impacts, and there is no new information requiring new analysis or verification. The analysis of aesthetics impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 2) Agricultural Resources –the Vista Oaks/Highlands Parcel A Time Extension project will occur in locations that are designated as grazing land and are not located within or adjacent to land in productive agriculture or lands zoned for agricultural uses or timberland production and do not introduce any new agricultural resources impacts.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant agricultural resources impacts or substantially more severe agricultural resources impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant agricultural resources impacts or substantially more severe agricultural resources impacts, and there is no new information requiring new analysis or verification. The analysis of agricultural resources impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 3) Air Quality - the Vista Oaks/Highlands Parcel A Time Extension project will result in similar construction and operational air quality emissions due to no changes in the number or size of the lots and associated vehicle trips generated by the project. The project will result in similar construction and operational air quality emissions due to no changes in the construction footprint area and no changes in the number of lots/dwelling units and associated vehicle trips generated by the project.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant air quality impacts or substantially more severe air quality

impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant air quality impacts or substantially more severe air quality impacts, and there is no new information requiring new analysis or verification. The analysis of air quality impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 4) Biological Resources - the Vista Oaks/Highlands Parcel A Time Extension project will result in development in the same footprint area as was previously analyzed and approved.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant biological resources impacts or substantially more severe biological resources impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant biological resources impacts or substantially more severe biological resources impacts, and there is no new information requiring new analysis or verification. The analysis of biological resources impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 5) Cultural Resources - the Vista Oaks/Highlands Parcel A Time Extension project will result in development in the same footprint area as was previously analyzed and approved.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant cultural resources impacts or substantially more severe cultural resources impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant cultural resources impacts or substantially more severe cultural resources impacts, and there is no new information requiring new analysis or verification. The analysis of cultural resources impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 6) Geology and Soils - the Vista Oaks/Highlands Parcel A time extension project will result in development that is consistent with the development that was anticipated with the original project. The development associated with the Vista Oaks/Highlands Parcel A Time Extension project would be subject to compliance with the City's development review process and the City's Improvement Standards and Standard Specifications and the Uniform Building Code which will reduce any potential geology and soils impacts to a less than significant level.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not

anticipated to result in new significant geology and soils impacts or substantially more severe geology and soils impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant geology and soils impacts or substantially more severe geology and soils impacts, and there is no new information requiring new analysis or verification. The analysis of geology and soils impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 7) Greenhouse Gas Emissions - The Vista Oaks/Highlands Parcel A EIR was prepared and adopted prior to the requirement to address greenhouse gas emissions in CEQA documents. However, because the project is only a request for a time extension and does not involve any changes from what was previously approved, the Vista Oaks/Highlands Parcel A Time Extension project will result in similar construction and operational air quality/greenhouse gas emissions due to no changes in the number or size of lots and associated vehicle trips generated by the project

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant greenhouse gas emissions impacts or substantially more severe greenhouse gas emissions impacts; there are no new circumstances involving new significant greenhouse gas emissions impacts or substantially more severe greenhouse gas emissions impacts, and there is no new information requiring new analysis or verification. The analysis of greenhouse gas emissions impacts above is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 8) Hazards and Hazardous Materials - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project would be subject to compliance with various Federal, State, and local laws and regulations (including but not limited to Titles 8 and 22 of the Code of California Regulations, Uniform Fire Code, and Chapter 6.95 of the California Health and Safety Code) addressing hazardous materials management and environmental protection which will reduce any hazardous materials management and environmental protection impacts to a less than significant level. The Vista Oaks/Highlands Parcel A Time Extension project does not include any unusual uses of hazardous materials. In addition, the project is not on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, the project site is not located within an airport land use plan or within the vicinity of a private airstrip, the project's design and layout will not impair or physically interfere with the street system emergency evacuation route or impede an emergency evacuation plan, and the project was reviewed by the Rocklin Fire Department and was designed with adequate emergency access for use by the Rocklin Fire Department to reduce the risk of loss, injury or death involving wildland fires.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time

extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant hazards and hazardous materials impacts or substantially more severe hazards and hazardous materials impacts that have not already been considered by the Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant hazards and hazardous materials impacts or substantially more hazards and hazardous materials impacts, and there is no new information requiring new analysis or verification. The analysis of hazards and hazardous materials impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 9) Hydrology and Water Quality - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project would also be subject to the mitigation measures incorporated into Rocklin General Plan goals and policies, the City's Grading and Erosion and Sedimentation Control Ordinance (Rocklin Municipal Code, Chapter 15.28), the Stormwater Runoff Pollution Control Ordinance (Rocklin Municipal Code, Chapter 8.30), and the City's Improvement Standards to reduce impacts to hydrology and water quality to a less than significant level. In addition, the developable portions of the Vista Oaks/Highlands Parcel A time extension project are located in flood zone X, which indicates that the project is not located within a 100-year flood hazard area and outside of the 500-year flood hazard area. The project site is not located within the potential inundation area of any dam or levee failure, nor is the project site located sufficiently near any significant bodies of water or steep hillsides to be at risk from inundation by a seiche, tsunami, or mudflow. Therefore, the project will not expose people or structures to a significant risk or loss, injury, or death as a result of flooding and a less than significant flood exposure impact would be anticipated.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant hydrology and water quality impacts or substantially more severe hydrology and water quality impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant hydrology and water quality impacts or substantially more hydrology and water quality impacts, and there is no new information requiring new analysis or verification. The analysis of hydrology and water quality impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 10) Land Use and Planning - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project and that is consistent with the City's General Plan and Zoning Ordinance. The construction of the Vista Oaks/Highlands Parcel A Time Extension project would not physically divide an established community and would be compatible with nearby existing and anticipated land uses.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time

extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant land use and planning impacts or substantially more severe land use and planning impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant land use and planning impacts or substantially more land use and planning impacts, and there is no new information requiring new analysis or verification. The analysis of land use and planning impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 11) Mineral Resources - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project would occur on sites that do not contain known mineral resources and the project is not anticipated to have a mineral resources impact.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant mineral resources impacts or substantially more severe mineral resources impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant mineral resources impacts or substantially more mineral resources impacts, and there is no new information requiring new analysis or verification. The analysis of mineral resources impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 12) Noise - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project would be anticipated to generate noise levels similar to those that would occur with the original project.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant noise impacts or substantially more severe noise impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant noise impacts or substantially more noise impacts, and there is no new information requiring new analysis or verification. The analysis of noise impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 13) Population and Housing - the Vista Oaks/Highlands Parcel A time extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project

would maintain the same number and location of lots as was previously approved. The Vista Oaks/Highlands Parcel A Time Extension project would not introduce unplanned growth or displace substantial numbers of people. In addition, the Vista Oaks/Highlands Parcel A Time Extension project is not considered to induce substantial population growth because it includes the same size and number of lots as was previously contemplated and it is located in an area that has already been planned for urban uses.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant population and housing impacts or substantially more severe population and housing impacts that have not already been considered by the Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant population and housing impacts or substantially more population and housing impacts, and there is no new information requiring new analysis or verification. The analysis of population and housing impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 14) Public Services - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with Vista Oaks/Highlands Parcel A Time Extension project would not increase the need for fire protection, police patrol and police services to the site beyond what was previously contemplated, and the need for other public facilities would not be created by the project.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant public services impacts or substantially more severe public services impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant public services impacts or substantially more public services impacts, and there is no new information requiring new analysis or verification. The analysis of public services impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

- 15) Transportation/Traffic - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project will not result in an increase in the number of automobile trips generated by the previously approved project because the number and size of lots is not changing from what was previously approved.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant transportation/traffic impacts or substantially more severe transportation/traffic impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant transportation/traffic impacts or substantially more severe transportation/traffic impacts, and there is no new information requiring new analysis or verification. The analysis of transportation/traffic impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

16) Tribal Cultural Resources – the Vista Oaks/Highlands Parcel A Time Extension project will result in development in the same footprint area as was previously anticipated. While the Vista Oaks/Highlands Parcel A EIR was prepared and adopted prior to the requirement to address tribal cultural resources in CEQA documents, because Public Resources Code section 21080.3.3 requires consultation to occur prior to the release of a negative declaration, mitigated negative declaration or EIR for a project and the City intends to rely upon the previous EIR for the Vista Oaks/Highlands Parcel A Time Extension project, there is no opportunity to incorporate additional mitigation measures for the protection of tribal cultural resources.

17) Utilities and Service Systems - the Vista Oaks/Highlands Parcel A Time Extension project will result in development that is consistent with the development that was anticipated with the original project. Development associated with the Vista Oaks/Highlands Parcel A Time Extension project would not increase the need for utilities and service systems to the site beyond what was previously contemplated, and the need for other utilities and public services would not be created by the project.

In conclusion, when comparing the Vista Oaks/Highlands Parcel A Time Extension project to the Vista Oaks/Highlands Parcel A EIR analysis, because the project is only a request for a time extension and does not involve any changes from what was previously approved, it is not anticipated to result in new significant utilities and service systems impacts or substantially more severe utilities and service systems impacts that have not already been considered by the prior Vista Oaks/Highlands Parcel A EIR; there are no new circumstances involving new significant utilities and service systems impacts or substantially more utilities and service systems impacts, and there is no new information requiring new analysis or verification. The analysis of utilities and service systems impacts within the Vista Oaks/Highlands Parcel A EIR is applicable to the Vista Oaks/Highlands Parcel A Time Extension project, and no further analysis is required.

CONCLUSION:

The Vista Oaks/Highlands Parcel A EIR evaluated the potential environmental impacts of the development of the Vista Oaks/Highlands Parcel A Time Extension project which included the same project area and same size and number of lots. Because the Vista Oaks/Highlands Parcel A Time Extension project will introduce the same development into the same project area that is consistent with what was anticipated by the original project, and the development would be consistent with the surrounding existing and anticipated development and does not include any aspects that would introduce new or increased environmental impacts, it was determined that the prior EIR would be appropriate to rely upon for purposes of CEQA compliance. Based on the analysis provided above, no new significant environmental impacts would occur and no substantial increases in the severity of previously identified significant effects would be anticipated. None of the conditions described in CEQA Guidelines sections 15162, 15163 and 15164 calling for the preparation of a supplement, subsequent or addendum to a negative declaration or EIR are present, and therefore, no subsequent or EIR or supplemental EIR or addendum to an EIR is required pursuant to CEQA.

In summary, the analysis conducted to determine if further environmental review would be necessary has resulted in the determination that the Vista Oaks/Highlands Parcel A Time Extension project does not result in any environmental impacts beyond those that were previously identified and no further environmental review is necessary.



BACK TO AGENDA

RESOLUTION NO. CC-2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TWO-YEAR
EXTENSION OF THE VISTA OAKS TENTATIVE SUBDIVISION MAP AND
OAK TREE PRESERVATION PLAN PERMIT
(Vista Oaks / SD-2001-04, TRE-2001-30)

The City Council of the City of Rocklin does resolve as follows:

Section 1.

A. An Environmental Impact Report (EIR) prepared for this project has been certified via City Council Resolution No. 2006-349. The EIR examined the anticipated potential environmental impacts associated with the development of the Vista Oaks Subdivision. The project proposes no changes which would require revisions to the EIR. Pursuant to Section 15162 of the CEQA Guidelines, no further environmental review of the Vista Oaks Tentative Subdivision Map and Oak Tree Preservation Plan Permit is required, nor should be conducted, because:

1. No new significant environmental impacts nor any substantial increase in the severity of previously identified significant impacts will occur from granting an extension of time;
2. No substantial changes occur with respect to circumstances under which the project will be undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts;
3. No new information of substantial importance, which was not known or could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete, shows any of the following:
 - a) The project will have one or more significant effects not discussed in the prior EIR; or
 - b) That significant effects previously examined will be substantially more severe than shown in the prior EIR; or

- c) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- d) That mitigation measures or alternatives which are considerably different from those analyzed in the prior EIR would substantially reduce one or more significant effects on the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Section 2. The City Council of the City of Rocklin finds and determines that:

A. A Tentative Subdivision Map (SD-2001-04) and Oak Tree Preservation Plan Permit (TRE-2001-30) were approved via City Council Resolution No. 2006-351 on November 14, 2006 to allow the subdivision of 93.2 acres located at APNs 046-010-007 and 046-020-003 into 100 residential lots and 5 opens space lots.

B. After automatic time extensions provided under State law were exhausted which extended the initial expiration date to November 14, 2015, City Council Resolution No. 2015-296, approved November 10, 2015, granted a one-year time extension for the entitlements to November 14, 2016. City Council Resolution No. 2017-47, approved March 28, 2017, granted an additional one-year time extension for the entitlements to November 14, 2017.

C. The applicant filed a time extension request prior to the expiration date of the tentative map in accordance with the Rocklin Municipal code.

D. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

E. The approved subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

F. The approved subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

G. The site is physically suitable for the approved type and density of development.

H. The approved design of this project is compatible with surrounding development, natural features and constraints.

I. The design of the approved subdivision and improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

J. The design of the approved subdivision and type of improvements will not cause serious public health problems.

Section 3. The two-year extension of time for the Vista Oaks Tentative Subdivision Map (SD-2001-04) and Oak Tree Preservation Plan Permit (TRE-2001-30) as depicted in City Council Resolution 2006-351, is hereby approved, subject to the original terms and conditions in the previous approval.

A. Conditions

1. This entitlement shall extend the expiration date of City Council Resolution 2006-351 by two years, to November 14, 2019, unless prior to that date a final map has been filed or a further time extension has been granted.
2. The originally-approved resolutions and associated exhibits shall govern the design and construction of the project.

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Kenneth Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

RESOLUTION NO. CC-2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TWO-YEAR
EXTENSION OF THE HIGHLANDS PARCEL A TENTATIVE SUBDIVISION MAP AND
OAK TREE PRESERVATION PLAN PERMIT
(Highlands Parcel A / SD-2003-05, TRE-2003-33)

The City Council of the City of Rocklin does resolve as follows:

Section 1.

A. An Environmental Impact Report (EIR) prepared for this project has been certified via City Council Resolution No. 2006-349. The EIR examined the anticipated potential environmental impacts associated with the development of the Highlands Parcel A Subdivision. The project proposes no changes which would require revisions to the EIR. Pursuant to Section 15162 of the CEQA Guidelines, no further environmental review of the Highlands Parcel A Tentative Subdivision Map and Oak Tree Preservation Plan Permit is required, nor should be conducted, because:

1. No new significant environmental impacts nor any substantial increase in the severity of previously identified significant impacts will occur from granting an extension of time;
2. No substantial changes occur with respect to circumstances under which the project will be undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts;
3. No new information of substantial importance, which was not known or could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete, shows any of the following:
 - a) The project will have one or more significant effects not discussed in the prior EIR; or
 - b) That significant effects previously examined will be substantially more severe than shown in the prior EIR; or

- c) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- d) That mitigation measures or alternatives which are considerably different from those analyzed in the prior EIR would substantially reduce one or more significant effects on the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Section 2. The City Council of the City of Rocklin finds and determines that:

A. A Tentative Subdivision Map (SD-2003-05) and Oak Tree Preservation Plan Permit (TRE-2003-33) were approved via City Council Resolution No. 2006-354 on November 14, 2006 to allow the subdivision of 30.14 acres located at APN 046-010-006 into 20 residential lots and 4 opens space lots.

B. After automatic time extensions provided under State law were exhausted which extended the initial expiration date to November 14, 2015, City Council Resolution No. 2015-297, approved November 10, 2015, granted a one-year time extension for the entitlements to November 14, 2016. City Council Resolution No. 2017-48, approved March 28, 2017, granted an additional one-year time extension for the entitlements to November 14, 2017.

C. The applicant filed a time extension request prior to the expiration date of the tentative map in accordance with the Rocklin Municipal code.

D. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

E. The approved subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

F. The approved subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

G. The site is physically suitable for the approved type and density of development.

H. The approved design of this project is compatible with surrounding development, natural features and constraints.

I. The design of the approved subdivision and improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

J. The design of the approved subdivision and type of improvements will not cause serious public health problems.

Section 2. The two-year extension of time for the Highlands Parcel A Tentative Subdivision Map (SD-2003-05) and Oak Tree Preservation Plan Permit (TRE-2003-33) as depicted in City Council Resolution 2006-354, is hereby approved, subject to the original terms and conditions in the previous approval.

A. Conditions

1. This entitlement shall extend the expiration date of City Council Resolution 2006-354 by two years to November 14, 2019, unless prior to that date a final map has been filed or a further time extension has been granted.
2. The originally-approved resolutions and associated exhibits shall govern the design and construction of the project.

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Kenneth Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City of Rocklin (Local Fire Members in the Rocklin Firefighter's Union Local 3847-Section 20516 Employee Cost Sharing)

Submitted by: Michael Green, Human Resources Manager,
Kim Sarkovich, Assistant City Manager/CFO

Date: February 27, 2018

Department: Administrative Services

Reso. No. 2018-

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City of Rocklin (Local Fire Members in the Rocklin Firefighter's Union Local 3847-Section 20516 Employee Cost Sharing).

BACKGROUND:

On December 21, 2017, Resolution No. 2017-279 adopted the memorandum of understanding between the City of Rocklin and Rocklin Firefighter's Union Local 3847. Per Article 23.C. titled *Classic Employees Retirement Contribution*, "Effective July 7, 2018, the employee shall contribute three percent (3%) of his/her CalPERS reportable compensation towards the employer's retirement contribution for a total of twelve percent (12%) of the employee's CalPERS reportable compensation." Per Article 23.F. titled *PEPRA Employees Retirement Member Contribution*, Effective July 7, 2018, all PEPRA employees shall make employee contributions as required by State law, and in addition will contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution."

In order for the additional three percent (3%) of the employee's contribution to be credited to the members account Government Code Section 7507 requires that the future annual costs or benefit change of the proposed contract amendment be made public at a public meeting at least two weeks prior to the adoption of the final ordinance. This amendment does not require an actuarial valuation since this action is only certifying an increase of three-percent (3%) in the employee contribution rate and the additional contributions will be credited to the members account. If this Resolution of Intention is approved, the first reading of the ordinance will take place at the March 13, 2018, City of Rocklin City Council meeting and the final ordinance will be presented for adoption at the March 27, 2018, City of Rocklin City Council meeting.

Following approval of this Resolution of Intention, Government Code Section 20474 requires a secret ballot election by the employees affected whenever the contract is amended to provide a benefit which changes the employees' rate of contribution, pursuant to Government Code 20469. For the secret ballot election, a "Yes" vote means the additional three percent (3%) of salary contributed towards the employer's retirement contribution will be included in the contract and the additional contributions will be credited to the members account. A "No" vote means the City will still require the Fire employee's to contribute three percent (3%) of salary towards the employer's retirement contribution, but the additional contribution would not be credited to the employee's account, and Section 20516 will not be included in the contract.

Recommendation:

Staff recommends approving the Resolution of the City Council of the City of Rocklin of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City of Rocklin (Local Fire Members in the Rocklin Firefighter's Union Local 3847-Section 20516 Employee Cost Sharing).

Alternative:

Not approve this Resolution if the City does not want the additional three-percent (3%) of salary contributed towards the employer's retirement contribution to be credited to the employee's account.

Fiscal Impact:

None.



Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF ROCKLIN
(Local Fire Members in the Rocklin Firefighter's Union Local 3847-
Section 20516 Employee Cost Sharing)

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for local fire members in the Rocklin Firefighter's Union Local 3847.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers:
- ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit

Submitted by: Michael Green, Human Resources Manager **Date:** February 27, 2018
 Kimberly Sarkovich, Assistant City Manager/CFO

Department: Administrative Services Reso. No. 2018-XXX

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit.

BACKGROUND:

The City of Rocklin (City) and the Rocklin Police Officers' Association, Public Safety Managers' Bargaining Unit (RPOA-PSM), which includes the sworn classification of Police Lieutenant and non-sworn classification of Police Services Manager, have been meeting over the last several months to reach an agreement on a new contract. The City and the RPOA-PSM worked together in a collaborative and professional manner and have successfully reached an agreement. The current contract expired on December 31, 2017, and the term of the new agreement is from January 1, 2018, through December 31, 2020.

Some of the key provisions of the new agreement include salary increases for all classifications offset by the employees contributing three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. The total employee and employer contribution is capped at 15% for PEPRSA Safety employees and at 9.25% for PEPRSA Miscellaneous employees. In order to slow down payroll growth, a new Salary Schedule B was agreed upon which will consist of fourteen (14) steps, (A-N), 2.5% between each step. New employees hired after March 2, 2018, will be placed on the new Salary Schedule B, and all current employees will remain on Salary Schedule A until they have reached Step 6 in their respective classification, and then they will move to the appropriate step on Salary Schedule B.

Consistent with the City's strategic plan objective of reducing the City's total OPEB (Retiree's Health) liability, the vesting schedule for retiree health will be discontinued and in return the City's contribution to the employees for the cost of health care will increase from \$1,093 per month to \$1,200 per month on July 1, 2018. The City agreed to guarantee retirees as of 12/31/17, and those who retire during the term of this MOU, (1/1/18-12/31/20) a minimum of \$1,200 per month City contribution towards post-retirement health benefits, and retirees currently on the vesting schedule will continue to receive what they do now until the City's contribution towards post-retirement health benefits exceeds the amount of their existing benefit. PEPRSA employees will receive a \$200 no-match per month contribution towards deferred compensation to help

offset the increase in the PEPRAs employee’s payments towards the employer’s retirement contribution. The two (2) floating holidays for non-sworn employees were removed and each non-sworn employee will receive an additional sixteen (16) hours of vacation per year. Several other articles were modified to clean up and clarify language that was outdated or difficult to interpret.

The substantive changes to the MOU are summarized in the table below.

Article	Section Title	Change
4	Term	The term of the contract will be effective January 1, 2018, through December 31, 2020.
9	Compensation	<p>The salary increases for all classifications will be as follows:</p> <ul style="list-style-type: none"> • 5% (First pay period following approval by Council), • 2% (1/19/19), • 2% (2/1/20), • Due to recruitment and retention challenges all sworn classifications will receive an additional 1% salary increase effective the first pay period following approval by the City of Rocklin City Council, and on February 1, 2020. • Salary Schedule B was agreed upon which will consist of fourteen (14) steps, (A-N), 2.5% between each step. • All employees hired after March 2, 2018, will be placed on the new Salary Schedule B, and all current employees will remain on Salary Schedule A until they have reached Step 6 in their respective classification, and then will move to the appropriate step on Salary Schedule B.
10	Health, Dental, Vision, Life and Accidental Death & Dismemberment Insurance (AD&D)	<ul style="list-style-type: none"> • Effective July 1, 2018, the City will increase the monthly contribution towards the cost of health insurance from \$1,093 per month to \$1,200 per month. • A placeholder to discuss the possibility of a cafeteria plan in the future was included in the contract.
13	Retirement Benefits	<ul style="list-style-type: none"> • Effective July 7, 2018, Classic and PEPRAs employees will contribute 3% of their CalPERS reportable compensation towards the employer’s retirement contribution. • The total employee and employer contribution is capped at 15% for PEPRAs Safety employees and at 9.25% for PEPRAs Miscellaneous employees.
14	Deferred Compensation	<ul style="list-style-type: none"> • PEPRAs employees will receive a \$200 per month (no-match) contribution towards deferred compensation to help offset the increase in their payments towards the employer’s retirement contribution.

15	Retiree Health Benefits	<ul style="list-style-type: none"> • The Vesting Schedule for Retiree Health Benefits will be rescinded for all RPOA employees. • The City agreed to guarantee retirees as of 12/31/17, and those who retire during the term of this MOU, (1/1/18-12/31/20) a minimum of \$1,200 per month City contribution towards post-retirement health benefits, and retirees currently on the vesting schedule will continue to receive what they do now until the City’s contribution towards post-retirement health benefits exceeds the amount of their existing benefit.
17	Vacation	<ul style="list-style-type: none"> • Non-sworn classifications will receive sixteen (16) more hours of vacation per year.
18	Holidays	<ul style="list-style-type: none"> • The two (2) floating holidays per year for non-sworn classifications have been eliminated.

RECOMMENDATION:

Recommendation:

Staff recommends approving the Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers’ Association Public Safety Managers’ Bargaining Unit.

Fiscal Impact:

The cost of this agreement will be absorbed into the existing 2017-18 budget, and will be incorporated into the 2018-2019, and 2019-2020 final budgets.

Ricky A. Horst, City Manager
 Reviewed for Content

Steven P. Rudolph, City Attorney
 Reviewed for Legal Sufficiency

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND
ROCKLIN POLICE OFFICERS' ASSOCIATION
PUBLIC SAFETY MANAGERS' BARGAINING UNIT

The City Council of the City of Rocklin does resolve as follows:

Section 1. The Memorandum of Understanding between the City of Rocklin and Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit in the form attached hereto as Exhibit A and incorporated herein is hereby approved.

PASSED AND ADOPTED this 27th day of February, 2018, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

City of Rocklin/Rocklin Police Officers' Association
Public Safety Managers' Bargaining Unit
1/1/18-12/31/20

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

City of Rocklin
And
Rocklin Police Officers' Association
Public Safety Managers' Bargaining Unit



Memorandum of Understanding CITY OF ROCKLIN AND ROCKLIN POLICE OFFICERS' ASSOCIATION PUBLIC SAFETY MANAGERS' BARGAINING UNIT



Term of Agreement
January 1, 2018—December 31, 2020

City of Rocklin/Rocklin Police Officers’ Association
 Public Safety Managers’ Bargaining Unit
 1/1/18-12/31/20

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City of Rocklin/Rocklin Police Officers' Association
Public Safety Managers' Bargaining Unit
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MEMORANDUM OF UNDERSTANDING
ROCKLIN POLICE OFFICERS' ASSOCIATION
PUBLIC SAFETY MANAGERS' BARGAINING UNIT

ENTERED into this by the CITY OF ROCKLIN, a municipal corporation of the State of California (hereinafter referred to as "City") and the ROCKLIN POLICE OFFICERS' ASSOCIATION on behalf of the PUBLIC SAFETY MANAGERS' BARGAINING UNIT as follows:

SECTION I – GENERAL

ARTICLE 1. DEFINITIONS

The following words and phrases shall have the following meanings unless defined differently in a particular article or section:

- A. Base Rate – The employee's hourly rate, without additional forms of special compensation or incentives.
- B. CalPERS Member – (Classic) – Employees who were members of a California public retirement system before January 1, 2013 and meet the definition of a classic member as determined by CalPERS.
- C. CalPERS New Member (PEPRA) – Employees who become members of a California public retirement system for the first time on or after January 1, 2013, are not subject to reciprocity or returned to active membership with a new employer following a break in service greater than six months.
- D. Chief – Chief of Police, or designee.
- E. City – The City of Rocklin.
- F. Day – A period of time between any midnight and the midnight following.
- G. Employee – A member of the Public Safety Managers' (PSM) bargaining unit.
- H. Extended Absence – An absence of two (2) weeks or more.
- I. Grievance – A claimed violation, misapplication, or misinterpretation of a specified provision of this MOU which adversely affects the grievant.

City of Rocklin/Rocklin Police Officers' Association
Public Safety Managers' Bargaining Unit
1/1/18-12/31/20

- J. Grievant – An employee or the Rocklin Police Officers' Association who is filing a grievance as defined above.
- K. Immediate Family – For purposes of sick leave use as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian, spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.
- L. Meyers-Milias-Brown Act (MMBA) – Chapter 10 of Division 4 of Title 1 of the Government Code commencing with section 3500, having to do with employer/employee relations, as the same now reads or as it may be amended to read.
- M. MOU – This Memorandum of Understanding.
- N. Permanent Status – The status of an employee who has successfully completed a probationary period.
- O. Personnel Rules – The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.
- P. Probationary Period – A working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.
- Q. Probationary Status – The status of an employee who is serving a probationary period for the position and/or class in which he/she is currently employed.
- R. Promotion – The advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.
- S. PSM – Public Safety Managers' Bargaining Unit.
- T. Regular Full-Time Employees – Those employees working in a regular full-time position (40 hours per week or more), regardless of probationary status.

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- U. Regular Full-Time Position – An organized group of duties and responsibilities assigned to a specific job classification, designed to be performed by one regular full-time employee.
- V. Regular Rate – The employee’s base rate and any forms of special compensation.
- W. RPOA – The Rocklin Police Officers’ Association.
- X. Supervisor – The individual who is directly responsible for the day-to-day assignment, review of performance, and direction of the work of an employee.
- Y. Work Week – The period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday.
- Z. Working Day – A day the City Manager's office is open for business.
- AA. Working Shift – The hours an employee is assigned to work in a 24-hour period.

ARTICLE 2. INTENT

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith pursuant to the requirements of the MMBA.

This MOU constitutes the entire understanding of the parties with respect to the matters covered by the MOU, and all previous memoranda, contrary practices, and side agreements are hereby expressly superseded.

All amendments hereto shall be valid only when made in writing and approved by each party.

ARTICLE 3. RECOGNITION

The City recognizes RPOA as the exclusive representative for the Public Safety Managers’ Bargaining Unit which consists of full-time employees in the classifications of Police Lieutenant and Police Services Manager.

ARTICLE 4. TERM

This MOU shall be effective as of January 1, 2018, and shall remain in effect until midnight December 31, 2020. During the term of this MOU should either party desire to modify its terms or meet and confer as to a matter within the scope of representation, which is not addressed herein, then such party shall make such a request in writing to the other party. The subject of the request shall be specified in the written request. No changes in this MOU shall be made

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without the mutual consent of both the City and RPOA.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING

Should either party desire to meet and confer on a successor memorandum of understanding, the party shall endeavor to serve notice in writing on the other party no later than sixty (60) days prior to the expiration of this MOU. Meet and confer sessions should be scheduled as soon as possible after such notice is given.

ARTICLE 6. CITY RIGHTS AND RESPONSIBILITIES

The City retains, solely and exclusively, all the rights, powers and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing, or empowering the City to act or refrain from acting.

ARTICLE 7. SEPARABILITY

If any provision of this MOU is invalidated by any state or federal legislative or administrative enactment or by a court of law, all remaining provisions shall continue in full force and effect for the remainder of the MOU. The parties shall meet and confer within a reasonable timeframe following the invalidation of any provision of this MOU in an effort to negotiate a replacement provision.

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ARTICLE 8. WORK STOPPAGE

The parties to this MOU recognize and acknowledge that the services performed by the employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of this jurisdiction. RPOA agrees that under no circumstances during the term of this MOU will RPOA recommend, encourage, cause or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, (hereinafter collectively referred to as a work stoppage), or picketing related to collective bargaining matters, in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

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SECTION II – COMPENSATION

ARTICLE 9. COMPENSATION

A. Salary Adjustments

- Effective the first pay period following approval by the City of Rocklin City Council all classifications will receive a 5.0% base salary increase.
- Effective January 19, 2019, all classifications will receive a 2.0% base salary increase.
- Effective February 1, 2020, all classifications will receive a 2.0% base salary increase.

Due to recruitment and retention challenges with sworn classifications, the City will increase the base salary reflected in 9.A above for all sworn classifications by an additional 1% for a total of 6%, effective the first pay period following approval by the City of Rocklin City Council, and an additional 1% for a total of 3%, effective February 1, 2020.

B. Salary Schedules

The salary schedules for each job classification in the Rocklin Police Officers’ Association Public Safety Managers’ Bargaining Unit are set forth in Addendums A and B of this Agreement. It is understood that implementation of any salary increase may vary slightly due to the impact of rounding.

1. Salary Schedule A and Establishment of Salary Schedule B
Effective January 1, 2018, or upon approval by the City Council, whichever is latest, each job classification shall have two salary schedules; Schedule A and Schedule B.
2. Move to Salary Schedule B from Salary Schedule A
All employees hired prior to January 1, 2018 shall remain on Salary Schedule A until they have achieved step 6 of the salary range in their respective classification. Upon achievement of step 6, such employees will move to Salary Schedule B.

Effective the first pay period following approval by the City of Rocklin City Council, all employees who are at step 6 in their respective classifications, will move to Salary Schedule B to the appropriate step as follows:

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Step on Salary Schedule A	Step on Salary Schedule B
Step 6 > 1 Year	Step L
Step 6 < 1 Year	Step K

Examples:

- An employee with greater than one (1) year at Step 6 would move from Schedule A/ Step 6, to Schedule B/Step L.
- An employee with less than one (1) year at Step 6 would move from Schedule A/ Step 6, to Schedule B/Step K.
- Effective the first pay period following approval of the City of Rocklin City Council, new hires will be assigned to Schedule B.

3. Salary Schedule B

All employees hired on or after January 1, 2018, or upon approval by the City Council, whichever is latest, shall be assigned to Salary Schedule B (Addendum B).

- The first step of Salary Schedule B shall be 100% of step 1 of Salary Schedule A for each job classification.
- Salary Schedule B shall consist of fourteen (14) salary steps (steps A through N). The increase from step A to step B shall be approximately 2.5% with all subsequent steps increasing by approximately 2.5% through step N.

C. Salary Upon Promotion

Upon promotion, an employee shall be placed at the step in the new salary range that provides a minimum salary increase of 5% above their regular rate of pay unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotions shall become effective at the beginning of a pay period.

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SECTION III – BENEFITS

ARTICLE 10. HEALTH, DENTAL, VISION, LONG-TERM DISABILITY, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

A. Policy

1. The City will provide insurance benefits covering medical, dental, vision, long-term disability, and life and accidental death and dismemberment for eligible employees and their dependents in accordance with plan specifications.

2. Selection of Carriers

Employees shall choose a medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the California Public Employees Retirement System (CalPERS). The dental, vision, long-term disability, and life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

B. Benefits

1. Medical and Health Insurance

Effective July 1, 2018, the City will increase its direct monthly contribution towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of \$1,200 per month. Employees will pay the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution.

Should the City propose to establish a cafeteria plan during the term of this agreement, the City and RPOA agree to meet and confer over the proposal. The City agrees that it will not implement a cafeteria plan for RPOA represented employees without agreement from the RPOA.

2. Payroll Deduction

The employee will pay the amount their medical insurance cost exceeds the City's contribution by authorizing biweekly pre-tax payroll deductions.

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3. Dental Insurance

The City shall pay the entire premium for family coverage under the dental plan.

4. Life and Accidental Death and Dismemberment Insurance

For employees hired before July 1, 2012, the City shall provide life insurance for each employee in the amount of \$200,000 of basic life plus \$200,000 accidental death and dismemberment insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Effective July 1, 2012 the City shall provide new hire employees basic life and accidental death and dismemberment insurance in the amount herein specified. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Police Lieutenant	\$100,000
All Other Classifications	\$50,000

5. Long-Term Disability Insurance

The City shall provide each employee with long-term disability coverage at sixty percent (60%) of their salary up to a maximum benefit of \$6,000 per month with a ninety (90) day waiting period.

6. Vision Insurance

The City shall pay the entire premium for family coverage under the vision plan.

C. Health Coverage Reduction Incentive

1. Each employee is eligible for full family coverage for health insurance. Should an employee require less than full family coverage, the employee is eligible to participate in the cost savings with the City.
2. Employees who participate in the program must continue to maintain their coverage in the City’s dental, vision, life and AD&D, and long term disability plans. Participation in these plans is required for all employees (“Required Coverage – Employee Only”).
3. Employees who choose to decline the City’s health coverage must provide certification of other coverage. This certification must be filed with the Human Resources Division.

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- 4. Participants in the program will receive their share of the cost savings as taxable income.
- 5. Participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health - Minimum Required Coverage <i>(Dental, Vision, Life & LTD) for Employee Only</i>	\$250.00
No Health – Minimum Required Coverage <i>(Dental, Vision, Life & LTD) for Family</i>	\$225.00
Full Coverage – Employee Only	\$175.00
Full Coverage – Employee and One (1) Dependent	\$75.00

- 6. In no event shall the Health Coverage Reduction Incentive, in combination with the current coverage expenditure for the individual employee, exceed the current health expenditures cap set forth in Section B.1 of this Article.

ARTICLE 11. STATE DISABILITY INSURANCE

The City shall pay the employee's contribution for State Disability Insurance.

ARTICLE 12. FLEXIBLE SPENDING PLAN

The City will make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount of pre-tax income allowed under IRS Section 125 per year to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If the maximum amount changes then the City will abide by the new amount. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions. The City reserves the right to change carriers at any time, provided that plan benefits to employees are substantially the same or better.

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ARTICLE 13. RETIREMENT BENEFITS

A. Classic Employees Retirement Plans

The City agrees to maintain membership and continue contracting with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 55 plan for classic non-safety ("miscellaneous") employees and the 3% @ 50 plan for classic safety employees, with additional contract provisions as found in the California Government Code pertaining to CalPERS (Title 2, Division 5) as follows:

- Section 20042, One Year Final Compensation
- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivors' Benefit, Fourth Level

B. Classic Employees Retirement Member Contribution

All classic miscellaneous employees shall continue contributing seven percent (7%) of their CalPERS reportable compensation as the employee share for their CalPERS pension benefits. Effective July 7, 2018, all classic miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution for a total employee contribution of ten percent (10%) of the employee's CalPERS reportable compensation.

All classic safety employees shall continue contributing nine percent (9%) of their CalPERS reportable compensation as the employee share for their CalPERS pension benefits. Effective July 7, 2018, all classic safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution for a total employee contribution of twelve percent (12%) of the employee's CalPERS reportable compensation.

C. PEPRA Employees Retirement Plans

For PEPRA employees the City agrees to maintain membership and continue contracting with CalPERS for the 2% @ 62 plan for PEPRA miscellaneous employees and the 2.7% @ 57 plan for PEPRA safety employees as required by law along with additional contract provisions as follows:

- Section 20037, Average of three (3) highest years of service compensation, as required by law
- Section 20965, Credit for Unused Sick Leave

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- Section 21574, 1959 Survivors' Benefit, Fourth Level

D. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law and as determined by CalPERS. In addition, effective July 7, 2018, PEPRA miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution and PEPRA safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. If the required employee contribution for PEPRA employees (currently 6.25% for miscellaneous and 12.00% for safety) increases in the future, the additional employee contribution paid towards the employer's retirement contribution (i.e., additional 3% for miscellaneous and 3% for safety) shall be reduced by the same percentage until eliminated. At that point, PEPRA employees will only pay the employee share required by State law and determined by CalPERS (i.e., fifty percent (50%) of the normal cost) and will not contribute an additional amount towards the employer share.

ARTICLE 14. DEFERRED COMPENSATION

- A. For employees hired before July 1, 2012 the City will contribute up to \$300.00 per month in matching funds for all employees who participate in a City-sponsored deferred compensation program. Less than full-time employees will receive a proportionate benefit.
- B. Classic employees hired on or after July 1, 2012 shall not be eligible for the City's contribution of matching funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program."
- C. For PEPRA employees only, the City will contribute \$200.00 per month (no match required) for each PEPRA employee to a City sponsored deferred compensation program. Less than full-time employees will receive a proportionate benefit.

ARTICLE 15. RETIREE HEALTH BENEFITS

All City of Rocklin employees who meet the eligibility requirements for CalPERS retirement (service or disability) and retire within 120 days of separation from the City, are eligible for post-retirement health benefits.

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Effective July 1, 2018, the City shall contribute up to a maximum of \$1,200 per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits.

The RPOA and the City agree to rescind the vesting schedule for Retiree Health Benefits adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. However, any existing retiree who is currently receiving more than \$1,200 per month in post-retirement health benefits shall continue receiving their existing amount until such time as the City's contribution for post-retirement health benefits exceeds the amount of their existing retiree health benefit. In exchange for rescinding the vesting schedule, the City and the RPOA mutually agree that the retiree health benefits described in this Article are intended to be permanent for current retirees as of December 31, 2017, and employees who retire during the term of this MOU (January 1, 2018 – December 31, 2020). Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire during the term of this MOU shall exist and continue beyond the term of this MOU and are not dependent on the existence of any subsequent or future MOU. The RPOA and City, however, may agree to increase the amount of the retiree health benefit in the future.

ARTICLE 16. UNIFORMS

The following employees shall receive uniform allowances as follows:

Police Lieutenant	\$36.54 per pay period
Police Services Manager	\$36.54 per pay period

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SECTION IV – LEAVES

ARTICLE 17. VACATION

- A. Sworn employees are eligible to use vacation leave as soon as it's accrued. Employees on a less than full-time work schedule will accrue vacation on a prorated basis. Full-time sworn employees will accrue vacation as outlined below.

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	12 (1 day per month)	200 hours
2	13 (1.083 days per month)	200 hours
3	14 (1.1667 days per month)	200 hours
4	15 (1.25 days per month)	200 hours
5	17 (1.41667 days per month)	200 hours
10	20 (1.667 days per month)	220 hours
15	22 (1.833 days per month)	240 hours
20	24 (2 days per month)	280 Hours

- B. Non-sworn employees are eligible to use vacation as soon as it's accrued. Employees on a less than full-time work schedule will accrue vacation on a prorated basis. Full time non-sworn employees will accrue vacation as outlined below.

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	14 (1.167 days per month)	200 hours
2	15 (1.25 days per month)	200 hours
3	16 (1.333 days per month)	200 hours
4	17 (1.417 days per month)	200 hours
5	19 (1.583 days per month)	200 hours
10	22 (1.833 days per month)	220 hours
15	24 (2 days per month)	240 hours
20	26 (2.167 days per month)	280 Hours

All Employees

1. Employees who reach their maximum accrual are not entitled to cash payment for any hours exceeding the maximum accrual.
2. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive workdays during a calendar

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year.

ARTICLE 18. HOLIDAYS

Non-Sworn Employees

- A. During the term of this MOU, the City will recognize the holidays as hereby specified for non-sworn employees.

New Year's Day	January 1
Martin Luther King Day	Designated Monday
President's Day	Designated Monday
Memorial Day	Designated Monday
Independence Day	July 4
Labor Day	Designated Monday
Veteran's Day	November 11
Thanksgiving	Designated Thursday
Thanksgiving Friday	Designated Friday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday.
Holidays occurring on a Sunday will be observed on the succeeding Monday.

- B. Floating Holidays
Floating Holidays will be eliminated and each non-sworn employee will receive an additional sixteen (16) hours of vacation per year as outlined in Article 17- Vacation – Section B.

ARTICLE 19. SICK LEAVE

- A. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of one day per month of service. Employees shall have the right of unlimited accumulation of sick leave.
- B. Upon separation from employment, employees hired before July 1, 2012, may sell back their accumulated sick leave as follows:

<u>Total Accumulated Sick Leave</u>	<u>Buyout Rate</u>
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%

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60 – 69 days	40%
70 days or more	50%

The formula for the buyback shall be: Total accumulated sick leave days multiplied by the employee's current base rate in effect on the date of separation multiplied by the applicable buyout rate specified above.

For employees hired on or after July 1, 2012, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of 29 days.

- C. Upon retirement, an employee may choose to 1) convert their total accumulated sick leave to CalPERS service credit for retirement purposes (Government Code Section 20965); or 2) sell back some or all of their accumulated sick leave as specified above. Any sick leave remaining after the buyout will be converted to service credit under Section 20965.

- D. Sick leave may be used in the event of one of the following circumstances:
 - 1. Actual illness or injury of the employee;
 - 2. The employee's exposure to a contagious disease;
 - 3. Medical or dental appointments of employee and employee's immediate family members when such appointments cannot be arranged during off-duty hours and when the employee's presence is required;
 - 4. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.

- E. Coordination of Sick Leave and Disability Benefits: Sick leave benefits and benefits received by an employee under the Workers Compensation Law for a work related injury or under the State Disability Insurance Law for a non-work related injury shall be integrated as follows:

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1. An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:
 - (a) Be treated as on sick leave; if the employee has accumulated sick leave; and
 - (b) Receive full salary, which shall be a combination of compensation from the City and SDI.
 - (c) When all available leave hours, beginning with sick leave hours, are exhausted the employee shall only receive SDI to the extent permitted by law.
 - (d) During such period, sick leave shall be deducted from the employee's accumulated sick leave in the same ratio as the City portion of compensation bears to total compensation.

2. A non-safety employee injured on duty who is receiving Workers Compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in paragraph E.1. above.

- F. Employees who are entitled to a disability retirement (either at their own request or as a result of City action) under CalPERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

ARTICLE 20. MANAGEMENT LEAVE

- A. A significant amount of skill, effort, and devotion is required to be successful in a PSM position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to a PSM classification are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of PSM positions. Further, staff assigned to PSM positions frequently spend personal time doing work related tasks. The compensation established for PSM classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full time PSM positions will typically require a minimum of eighty (80) hours per bi-weekly pay period.

- B. Employees may schedule their time as needed to meet the service needs of their division subject to review and concurrence by the Chief or designee.

- C. PSM employees shall be eligible for management leave each fiscal year as specified below. Such leave shall be scheduled with the concurrence of the

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employee's immediate supervisor. The City Manager retains discretion to grant management leave based on individual circumstances above the limits established below not to exceed 80 hours.

Police Lieutenant 40 hours
 Police Services Manager 40 hours

- D. Employees shall be credited with and have available for use the number of hours specified above as of July 1 each year. Should any employee be hired or promoted into a PSM position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year. Upon separation from employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the separation is effective based on the portion of the fiscal year actually worked.
- E. Management leave shall not be cumulative from year to year and may not be cashed out in-lieu of use except on leaving the employment of the City as described above.

ARTICLE 21. POLICE LEAVE – (POLICE LIEUTENANTS ONLY)

- A. A City holiday may occur on a Police Lieutenant's regularly scheduled day off, or they may be required to work during a holiday due to workload or emergency circumstances. Police Lieutenants will be credited with ninety-six (96) police leave hours at the beginning of each calendar year, in lieu of holiday time off. However, Police Lieutenants shall use their police leave hours and be scheduled off during recognized City holidays unless required by their supervisor to work during a particular holiday due to workload or emergency circumstances. Holidays that occur during a Police Lieutenants regularly scheduled day off shall be taken off during an alternate regular work day within the same pay period by using their police leave. The City will make every effort to ensure Police Lieutenants are able to take recognized City holidays off using their police leave. Police Lieutenants may schedule police leave time off in accordance with Department procedures. Police leave hours accrued but not used by December 31st each year will be cashed out at the employee's base hourly rate and paid to the employee in the pay period following the pay period that includes January 1.
- B. Accrual and Payoff
 - 1. Police Lieutenants who are not employed for the full calendar year shall accrue police leave hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be

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credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.

- 2. Police Lieutenants who leave employment with the City prior to the end of the calendar year shall be paid police leave hours at the rate of eight (8) hours for each full month of employment, less any hours used. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will be credited with the full eight (8) hours for that month. If the date of termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month.

ARTICLE 22. BEREAVEMENT LEAVE

- A. Each employee is eligible for up to three (3) shifts/work days of paid bereavement leave for purposes of bereavement and funeral/memorial services following the death of a family member as listed below. If an employee requests additional time off for bereavement, an additional two (2) shifts/work days shall be allowed to be charged to accrued sick leave. The five-day limit will apply to all deaths that occur simultaneously.

Relatives Covered:

Spouse	Domestic Partner
Son	Daughter
Brother	Sister
Father	Mother
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

- B. Bereavement leave is also available following the death of any child or close

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relative who resided with the employee at the time of death.

- C. The employee shall notify his/her supervisor as soon as possible (but no later than the beginning of the next workday) of the occurrence requiring bereavement leave and shall provide documentation, if requested, to support the request. Such leave must commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section 22.A above.

ARTICLE 23. FAMILY CARE AND MEDICAL LEAVE

- A. Employees are eligible to take leave for up to twelve (12) weeks each twelve month period for personal or family illness, or following the birth or adoption of a child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).
- B. Employees who are in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under the Personnel Rules of the City of Rocklin.
- C. The City reserves the right to transfer an employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to their original position on completion of their leave, subject only to their being capable of performing all of the essential functions of the job.
- D. The City may require the employee to utilize all accrued leave and floating holidays, etc. to cover the period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended absence due to Family Care & Medical Leave.
1. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and dependents for a period of three (3) months after the employee's return from Family Care and Medical Leave.

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2. Accrued leave will be coordinated with Disability or Workers' Compensation benefits as appropriate.

ARTICLE 24. MATERNITY LEAVE

- A. The City will provide up to four (4) months of unpaid leave to female employees for pregnancy-related disability, in accordance with Govt. Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA). The employee may use accrued vacation and sick leave to cover the period of her disability leave, which would otherwise be unpaid. Any accrued vacation leave, sick leave, and management leave must be exhausted before an employee's unpaid leave begins, except as provided below.
 1. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.
 2. An employee may retain up to five (5) days of accrued vacation leave for use upon her return from maternity leave. The retained vacation leave may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.
- B. An employee may request to use family leave to extend her maternity leave as follows:
 1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave per the California Family Rights Act (CFRA) in accordance with California Government Code Section 12945.2. Bonding leave must be taken in increments of two (2) weeks or more, however on two (2) occasions the employee may take such leave in smaller increments.
 2. An employee, who has not recovered from her pregnancy-related disability upon expiration of the four-(4) months to which she is entitled under Govt. Code Section 12945 (b) (2), may request up to twelve (12) weeks of family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.

An employee, who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and

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Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 25, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.

- C. Except where specifically stated in this section, maternity leave will be governed by the terms and conditions of Article 25, Leave of Absence Without Pay.

ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY

- A. Leave of absence without pay may be granted to any employee at the discretion of the Police Chief for the following purposes:
1. Illness beyond that covered by sick leave and Family Care and Medical Leave.
 2. Other personal reasons which do not impair the effectiveness of the City.
 - (a) To be eligible for a leave of absence for personal reasons, an employee must be in good standing, and have received no disciplinary actions in the twelve (12) months prior to the request.
 - (b) Terms and conditions of the leave shall be specified in writing.
- B. Duration: Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence without pay up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.
- C. Revocation of Leave of Absence: A leave of absence may be revoked by the Police Chief upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.
- D. Reinstatement Upon Termination of Leave of Absence: Upon the expiration of the leave of absence, the employee shall be reinstated to an equivalent position if available.
- E. Non-Qualifying Service: Leave of absence shall not be counted as qualifying service for the purposes of accruing vacation, sick leave, and merit salary adjustments. An employee on unpaid leave who has exhausted his/her

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maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, LTD and life insurance policies by remitting full monthly premium payments to the City or the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

- F. Vacation/Management Leave: All accrued vacation and management leave must be used prior to the effective date of leave of absence without pay.

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SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 26. CITY ASSIGNED VEHICLES

- A. City owned vehicles may be assigned to PSM employees for their use within their job assignment and may be used to transport the employee to and from their residence for work related purposes. Employees operating City-owned vehicles shall not permit persons other than City employees or persons required to be conveyed in the performance of duty to ride as a passenger in their vehicle.
- B. Employees are authorized to make limited incidental use of the vehicle while traveling to and from their work location.
- C. Internal Revenue Service regulations may require that certain individuals who have assigned vehicles receive IRS form 1099 or W2 which will reflect the non-cash compensation value of the vehicle assignment when used for non-City business such as commuting. The IRS may classify home retention privileges as an employee fringe benefit. In the event of such an IRS ruling, the employee assumes all responsibility and liability for associated taxes.
- D. Employees with assigned vehicles agree to abide by City and Department policies and standards for use, maintenance and parking of the vehicle. The assignment of vehicles is at the discretion of the Chief. Assigned vehicles may be changed at any time and/or permission to take home vehicles may be withdrawn at any time.

ARTICLE 27. HOLIDAY FURLOUGH

The City may schedule a voluntary work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

- A. By April 1 of each year employees will be notified if and when the furlough is scheduled.
- B. By October 1 of each year that a furlough is scheduled, holiday furlough forms shall be distributed to employees for responses as to whether or not they plan to participate in the furlough.
- C. By November 1 of each year that a furlough is scheduled, supervisors will notify those employees who will be required to work during the furlough.

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ARTICLE 28. OUTSIDE/OFF DUTY EMPLOYMENT

- A. Employees who are considering outside/off duty employment that would be subject to Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide Section 4850 benefits from the outside employer prior to accepting such outside employment.
- B. No employee shall accept any employment during off-duty hours either within or outside the City unless the prospective employer provides general liability and workers' compensation coverage and the employment will not create a conflict of interest nor be incompatible with employment by the City. Incompatibility of employment includes outside employment that impairs an employee's ability to perform the duties of their City employment.
- C. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers' compensation or general liability insurance, but will be expected to fulfill the requirement to show that the self-employment will not create a conflict of interest nor be incompatible with the employment by the City.
- D. Employees of the Police Department considering outside employment shall follow Department policy.

ARTICLE 29. PROBATIONARY PERIOD

All employees shall serve a one (1) year probationary period. An employee's probationary period may be extended as follows:

- A. Performance: The Chief may extend a probationary period for up to six (6) months.
- B. Absence: The Chief may extend a probationary period due to an extended absence of the employee. The extension of the probationary period will not exceed the length of the absence.

ARTICLE 30. GRIEVANCE PROCEDURE

- A. Purpose
 - 1. The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance.

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2. The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

B. General Provisions

1. At all stages in the formal grievance process, a written appeal must contain:
 - (a) The original written grievance;
 - (b) The supervisor's response; and
 - (c) A statement explaining why the grievant is not satisfied with the response
2. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
3. If a grievant fails to advance the grievance or appeal forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.
4. If the City fails to respond with an answer within the given time period, the grievant may advance the grievance to the next higher level. Response is deemed given by deposit in the US Mail, postage paid, to the last known address of the grievant or by personal delivery. Proof of service shall be accomplished by certified mail or declaration of personal delivery.
5. The grievant may be represented by a person of the grievant's choice. The grievant shall be personally present at all stages of the grievance.
6. Time limits may be waived or extended by mutual written consent of the parties.
7. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

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8. All materials pertaining to grievances shall be confidential between the grievant and the grievant's representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City members. Records of grievances and supporting documents shall be maintained in Human Resources separately from the grievant's personnel files.
9. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to the Human Resources Manager. This notice must be received by the Human Resources Manager within ten (10) working days of the grievant's receipt of the most recent decision.

C. Process

1. Informal Grievance Process

Within five (5) working days/shifts from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the employee shall orally discuss the grievance with his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The supervisor hearing the grievance shall have five (5) working days/shifts to answer the grievance. The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

2. Formal Grievance Process

Step 1.

If the grievant is not satisfied with the resolution proposed at the informal level, a grievance may be filed with the Police Chief, on a grievance form previously agreed to by the City and the RPOA, within fifteen (15) days of the informal grievance response. The Police Chief shall meet with the grievant and whomever else the Police Chief deems appropriate and respond in writing to the grievant within ten (10) days of receipt of the written grievance. If the grievant is not satisfied with the response of the Police Chief, the grievant shall, within ten (10) days of the receipt of the decision, notify the Human Resources Manager in writing of the intent to submit the decision to arbitration.

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Step 2. Settlement Meeting

The Human Resources manager will schedule a meeting with the grievant and any other appropriate personnel to attempt to reach settlement of the grievance. Within ten (10) days of the settlement meeting, the Human Resources Manager shall provide to grievant a written memorandum of the meeting detailing the conclusions.

Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within thirty (30) days of the receipt of the memorandum from the Human Resources manager in Step 2 above. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this Article, the parties shall be considered as the City and the RPOA, or if a grievant is representing himself or herself, the City and the grievant.

The arbitrator shall prepare a written advisory decision, which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

If the City Manager modifies or rejects the Arbitrator's decision to the employee's/grievant's detriment, the City agrees to pay all costs, to

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include any attorney's/representative's fees of the employee/grievant, associated with the Arbitration process. In such instance, the City shall pay for all costs of the arbitrator, the court reporter and any transcripts of the proceedings requested by the employee/grievant.

ARTICLE 31. DISCIPLINARY ACTIONS

A. Disciplinary Process:

1. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn and non-sworn employees will be afforded certain procedural rights, which are specified in the Public Safety Officers Procedural Bill of Rights (P.O.B.R.). Performance appraisals and constructive disciplinary actions, which are designed to assist employees to improve their performance, are excluded from the procedural rights specified in the P.O.B.R.
2. Grounds for Disciplinary Action – Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal. Grounds for disciplinary action are listed in section 4-02 (2) in the City of Rocklin Personnel Rules.

B. Types of Actions: The normal progressive discipline procedure steps consist of:

1. Counseling
 - (a) Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.
 - (b) Documented Counseling: To communicate to the employee in writing that repeat action may result in more serious discipline. A

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copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed. This action is not appealable.

2. Formal Disciplinary Actions

- (a) Written Reprimand: A written communication to the employee that an offense has been committed. This action can be appealed to the Police Chief if so requested by the employee. The Police Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file. A written reprimand is not appealable beyond the Police Chief.
- (b) Suspension Without Pay, Demotion, or Reduction in Pay: These actions will be documented in writing reflecting prior disciplinary actions; a copy is given to the employee and a copy is kept in the employee's personnel file. These actions are appealable in accordance with the procedures outlined in Section C of this Article.
- (c) Dismissal for Cause: The final step in the progressive disciplinary process. This action is appealable in accordance with the procedures outlined in Section C of this Article.

C. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

D. Employees who have completed an initial probationary period shall be disciplined only after appropriate disciplinary proceedings. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

E. Pre-disciplinary Procedures (Skelly Process)

- 1. Prior to imposing a suspension without pay, a reduction in pay, demotion, or dismissal, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice

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shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested. The written notice shall notify the employee of his/her right to request a pre-disciplinary response meeting to respond to the proposed disciplinary action. The notice shall also specify whom the employee should contact to request the Skelly meeting. A request for a Skelly meeting must be made by the employee or the employee's representative within ten (10) days of receiving the notice of proposed discipline.

2. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall be the appropriate City official who was not involved in the underlying events giving rise to the proposed discipline and who is able to maintain their impartiality. In appropriate cases, the City Manager or designee shall designate another City official to conduct the meeting. The Skelly Officer shall schedule the meeting with the employee and the employee's representative, if any, within ten (10) days of the receipt of the request for meeting. The Skelly meeting will be conducted informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall make a recommendation to uphold, modify, or overturn the proposed disciplinary action within thirty (30) days of the date of the Skelly meeting.

F. Appeal Process: Suspension Without Pay, a Reduction in Pay, Demotion, or Dismissal

Once a decision is rendered to impose discipline the employee or the employee's representative may appeal the Police Chief's decision to the City Manager or to Advisory Arbitration. If the employee elects to appeal to the City manager, the decision of the City Manager following the hearing shall be final. If the employee elects to appeal to advisory arbitration it shall be conducted in accordance with the Grievance Procedure, Article 30. C. Step 3. The decision of the City Manager after hearing or after receipt of the advisory arbitrator's decision shall be final.

G. Appeal Times

An appeal for arbitration must be filed by the employee or his/her representative within thirty (30) days after receipt of the final order of discipline.

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ARTICLE 32. REDUCTION IN FORCE/LAYOFF

The City may undertake a reduction in force for any or all of the following reasons: lack of work; lack of funds; a material change in duties or organization; in the interests of economy; or for other good cause.

A. Seniority

1. Layoff shall be done in inverse order of class seniority of the incumbent(s) in the classification designated for layoff.
2. Class seniority shall include all continuous service since the date of appointment to the affected classification in the City without break or interruption. Approved leaves and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service.
3. Employees will lose seniority as a result of the following:
 - (a) Voluntary termination
 - (b) Retirement
 - (c) Involuntary termination
 - (d) Layoff exceeding twelve (12) months
 - (e) Failure to respond to a re-employment notice, or refusal of an employment offer
 - (f) Failure to report to work from a layoff within the time limits prescribed by this Article
 - (g) Failure to return from military leave within the time limits prescribed by law

B. Layoff Procedures

1. Layoffs shall occur in the following order:
 - (a) Temporary Employees
 - (b) Part-time Employees, both probationary and permanent
 - (c) Full-time Probationary Employees
 - (d) Full-time Permanent Employees

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2. Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the RPOA at the same time as they are sent to the affected employees.

C. Bumping Rights

1. An employee subject to layoff may bump (displace) as follows:
 - (a) Into a lower class within the PSM unit in which the employee is qualified; or
 - (b) Into a lower class in any unit which the employee has held permanent status, provided the employee has greater seniority in the lower class than the least senior person in the lower class.
2. In order to bump into a lower class, the employee must request displacement into the lower class within five (5) work days of the notice of layoff.
3. Employees who exercise their option to displace into a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the incumbent receive a higher rate of pay than that received prior to the layoff.
4. Employees who displace into a lower class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in that class.

D. Reemployment Rights

1. In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four (24) months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any class where layoffs have taken place will be made until the reemployment list is exhausted.
2. Laid off employees, who are offered and refuse re-employment; who do not respond to a notice of re-employment; or who do not report for work within fourteen (14) calendar days of notice of re-employment shall be removed from the re-employment list and shall be deemed to have

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waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.

3. Any employee who separates from the City and is offered re-employment after a layoff must successfully pass a background investigation before returning to work. For employees who have been laid off for six (6) months or more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee's name from the re-employment list and waiver of all rights to re-employment.

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SECTION VI – BARGAINING UNIT RIGHTS

ARTICLE 33. DUES DEDUCTION

Upon the receipt of a written request and authorization from an employee for deduction of RPOA dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employee and remit the withholdings to the RPOA.

ARTICLE 34. RELEASE TIME

- A. The City shall allow a maximum of eighty (80) hours per contract year to RPOA representatives for the purpose of conducting grievance representation and activities within the scope of its duties and responsibilities as bargaining representative of the PSM. It is further agreed that the hours allowed are maximum hours, and the RPOA agrees they will use the total hours efficiently in an effort to prevent attaining such maximum hours. The carryover of any surplus hours will not be continued through the expiration of each year of this MOU.
- B. Whenever practicable, the RPOA representative shall notify the Chief at least twenty-four (24) hours prior to the use of said time.
- C. Appropriate procedures will be implemented to assure both the City and the RPOA that they have up-to-date information so that in the event there are abuses of this privilege, appropriate action may be immediately taken by the City and the RPOA. In the event special meetings are called by the City or a RPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable RPOA hours. Such release time hours are in addition to reasonable release time provided to RPOA representatives for purposes of negotiating a collective bargaining agreement. Negotiations shall be defined to include both actual table time as well as reasonable time for the team to meet privately in advance of actual table sessions with City representatives.

ARTICLE 35. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees without favor or discrimination because of race, color, age, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.

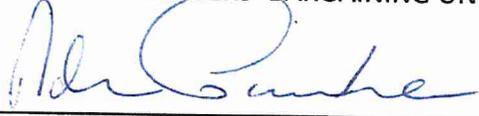
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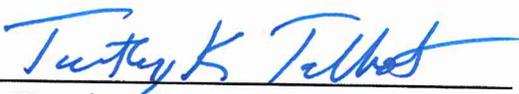
WHEREAS, the parties hereto have entered into this MOU on the date written above.

CITY OF ROCKLIN

ROCKLIN POLICE OFFICERS' ASSOCIATION
PUBLIC SAFETY MANAGERS' BARGAINING UNIT

By: _____
Ricky Horst
City Manager

By: 
Adrian Passadore, RPOA President

By: 
Timothy Talbot, RPOA Business Agent

ADDENDUM A & B
ADDENDUM A
CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE A
(Annual Salary)
Effective March 3, 2018

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7*</u>
Police Services Manager	PM8	74,578	78,307	82,222	86,333	90,650	95,183	
Police Lieutenant	PM23	120,960	127,008	133,358	140,026	147,027	154,378	162,097

** Per Article 9.1 in the PSMG MOU sworn employees who have fifteen (15) years of full-time service working for the City of Rocklin, and who have been at the top step of their classification for two years will go to step seven (7) of the salary range.*

ADDENDUM B
CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE B
(Annual Salary)
Effective March 3, 2018

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Services Manager	PM8	74,578	76,442	78,353	80,312	82,320	84,378	86,487	88,649	90,865	93,137	95,465	97,852	100,298	102,805
Police Lieutenant	PM23	120,960	123,984	127,084	130,261	133,518	136,856	140,277	143,784	147,379	151,063	154,840	158,711	162,679	166,746

ADDENDUM A & B
ADDENDUM A
CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE A
(Annual Salary)
Effective January 19, 2019

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7*</u>
Police Services Manager	PM8	76,070	79,874	83,868	88,061	92,464	97,087	
Police Lieutenant	PM23	123,379	129,548	136,025	142,826	149,967	157,465	165,338

** Per Article 9.1 in the PSMG MOU sworn employees who have fifteen (15) years of full-time service working for the City of Rocklin, and who have been at the top step of their classification for two years will go to step seven (7) of the salary range.*

ADDENDUM B
CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE B
(Annual Salary)
Effective January 19, 2019

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Services Manager	PM8	76,070	77,972	79,921	81,919	83,967	86,066	88,218	90,423	92,684	95,001	97,376	99,810	102,305	104,863
Police Lieutenant	PM23	123,379	126,463	129,625	132,866	136,188	139,593	143,083	146,660	150,327	154,085	157,937	161,885	165,932	170,080

ADDENDUM A & B
ADDENDUM A
CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE A
(Annual Salary)
Effective February 1, 2020

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7*</u>
Police Services Manager	PM8	77,591	81,471	85,545	89,822	94,313	99,029	
Police Lieutenant	PM23	127,080	133,434	140,106	147,111	154,467	162,190	170,300

** Per Article 9.1 in the PSMG MOU sworn employees who have fifteen (15) years of full-time service working for the City of Rocklin, and who have been at the top step of their classification for two years will go to step seven (7) of the salary range.*

ADDENDUM B
CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE B
(Annual Salary)
Effective February 1, 2020

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Services Manager	PM8	77,591	79,531	81,519	83,557	85,646	87,787	89,982	92,232	94,538	96,901	99,324	101,807	104,352	106,961
Police Lieutenant	PM23	127,080	130,257	133,513	136,851	140,272	143,779	147,373	151,057	154,833	158,704	162,672	166,739	170,907	175,180



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers' Association

Submitted by: Michael Green, Human Resources Manager **Date:** February 27, 2018
 Kimberly Sarkovich, Assistant City Manager/CFO

Department: Administrative Services Reso. No. 2018-XXX

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers' Association.

BACKGROUND:

The City of Rocklin (City) and the Rocklin Police Officers' Association (RPOA) have been meeting over the last several months to reach an agreement on a new contract. The City and the RPOA worked together in a collaborative and professional manner and have successfully reached an agreement. The current contract expired on December 31, 2017, and the term of the new agreement is from January 1, 2018, through December 31, 2020.

Some of the key provisions of the new agreement include salary increases for all classifications offset by the employees contributing three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. The total employee and employer contribution is capped at 15% for PEPRSA Safety employees and at 9.25% for PEPRSA Miscellaneous employees. Several non-sworn classifications that were behind the market received salary market adjustments. In order to slow down payroll growth, a new Salary Schedule B was agreed upon which will consist of fourteen (14) steps, (A-N), 2.5% between each step. New employees hired after March 2, 2018, will be placed on the new Salary Schedule B, and not be eligible for longevity pay. All current employees will remain on Salary Schedule A until they have reached Step 6 in their respective classification, and then they will move to the appropriate step on Salary Schedule B, and will no longer be eligible for longevity pay.

Consistent with the City's strategic plan objective of reducing the City's total OPEB (Retiree's Health) liability, the vesting schedule for retiree health will be discontinued and in return the City's contribution to the employees for the cost of health care will increase from \$1,093 per month to \$1,200 per month on July 1, 2018. The City agreed to guarantee retirees as of 12/31/17, and those who retire during the term of this MOU, (1/1/18-12/31/20) a minimum of \$1,200 per month City contribution towards post-retirement health benefits, and retirees currently on the vesting schedule will continue to receive what

they do now until the City’s contribution towards post-retirement health benefits exceeds the amount of their existing benefit. Additionally, PEPRA employees will receive a \$200 no-match per month contribution towards deferred compensation to help offset the increase in the PEPRA employee’s payments towards the employer’s retirement contribution. Several other articles were modified to clean up and clarify language that was outdated or difficult to interpret.

The substantive changes to the MOU are summarized in the table below.

Article	Section Title	Change
3	Term	The term of the contract will be effective January 1, 2018, through December 31, 2020.
12	Compensation	<p>The salary increases for all classifications will be as follows:</p> <ul style="list-style-type: none"> • 5% (First pay period following approval by Council), • 2% (1/19/19), • 2% (2/1/20), • Due to recruitment and retention challenges all sworn classifications will receive an additional 1% salary increase effective the first pay period following approval by the City of Rocklin City Council, and on February 1, 2020. • Salary Market Adjustments for Non-Sworn classifications behind the market. • Salary Schedule B was agreed upon which will consist of fourteen (14) steps, (A-N), 2.5% between each step. • All employees hired after March 2, 2018, will be placed on the new Salary Schedule B, and all current employees will remain on Salary Schedule A until they have reached Step 6 in their respective classification, and then will move to the appropriate step on Salary Schedule B.
20	Longevity Pay	<ul style="list-style-type: none"> • All new employees hired after March 2, 2018, will be placed on the new Salary Schedule B, and not be eligible for longevity pay. • All current employees will remain on Salary Schedule A and remain eligible for longevity pay until they have reached Step 6 in their respective classification, and then they will move to the appropriate step on Salary Schedule B, and will no longer be eligible for longevity pay.

25	Health, Dental, Vision, Life and Accidental Death & Dismemberment Insurance (AD&D)	<ul style="list-style-type: none"> Effective July 1, 2018, the City will increase the monthly contribution towards the cost of health insurance from \$1,093 per month to \$1,200 per month. A placeholder to discuss the possibility of a cafeteria plan in the future was included in the contract.
28	Retirement Benefits	<ul style="list-style-type: none"> Effective July 7, 2018, Classic and PEPRA employees will contribute 3% of their CalPERS reportable compensation towards the employer's retirement contribution. The total employee and employer contribution is capped at 15% for PEPRA Safety employees and at 9.25% for PEPRA Miscellaneous employees.
29	Deferred Compensation	<ul style="list-style-type: none"> PEPRA employees will receive a \$200 per month (no-match) contribution towards deferred compensation to help offset the increase in their payments towards the employer's retirement contribution.
30	Retiree Health Benefits	<ul style="list-style-type: none"> The Vesting Schedule for Retiree Health Benefits will be rescinded for all RPOA employees. The City agreed to guarantee retirees as of 12/31/17, and those who retire during the term of this MOU, (1/1/18-12/31/20) a minimum of \$1,200 per month City contribution towards post-retirement health benefits, and retirees currently on the vesting schedule will continue to receive what they do now until the City's contribution towards post-retirement health benefits exceeds the amount of their existing benefit.

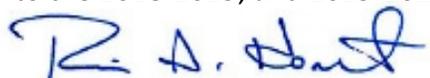
RECOMMENDATION:

Recommendation:

Staff recommends approving the Resolution of the City Council of the City of Rocklin Approving the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers' Association

Fiscal Impact:

The cost of this agreement will be absorbed into the existing 2017-18 budget, and will be incorporated into the 2018-2019, and 2019-2020 final budgets.



Ricky A. Horst, City Manager
 Reviewed for Content



Steven P. Rudolph, City Attorney
 Reviewed for Legal Sufficiency

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND
ROCKLIN POLICE OFFICERS' ASSOCIATION

The City Council of the City of Rocklin does resolve as follows:

Section 1. The Memorandum of Understanding between the City of Rocklin and Rocklin Police Officers' Association in the form attached hereto as Exhibit A and incorporated herein is hereby approved.

PASSED AND ADOPTED this 27th day of February, 2018, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

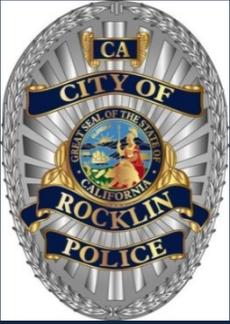
ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

City of Rocklin
And
Rocklin Police Officers' Association



Memorandum of Understanding CITY OF ROCKLIN AND ROCKLIN POLICE OFFICERS' ASSOCIATION



**Term of Agreement
January 1, 2018—December 31, 2020**

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City of Rocklin/Rocklin Police Officers Association
1/1/18 – 12/31/2020

MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN AND ROCKLIN POLICE OFFICERS' ASSOCIATION

ENTERED into this 27th day of February, 2018 by the CITY OF ROCKLIN, a municipal corporation of the State of California and the ROCKLIN POLICE OFFICERS' ASSOCIATION.

NOW THEREFORE, the parties hereto do adopt this Memorandum of Understanding as follows:

SECTION I – GENERAL

ARTICLE 1. DEFINITIONS

The following words and phrases shall have the following meanings unless defined differently in a particular article or section:

- 1.1. Total Compensation for Sworn Personnel as used in Article 12.1.2. – shall consist of the following:
- The top step salary.
 - Longevity Pay with 15 years of service.
 - The maximum educational incentive including incentives paid for POST certifications where applicable.
 - The total cost to the employer (both the employer portion and the employee portion if paid by the employer) for the applicable retirement program.
 - The total cost to the employer for the following insurance programs: medical, dental, vision, and life. The costs used for insurance programs self-insured by the employer shall be its published COBRA pricing.
- 1.2. Base Rate of Pay – The employee’s current hourly rate with no additional incentives or overtime included.
- 1.3. CalPERS Member (Classic) – Employees who were members of a California public retirement system before January 1, 2013, and meet the definition of a classic member as determined by CalPERS.
- 1.4. CalPERS New Member (PEPRA) – Employees who become members of a California public retirement system for the first time on or after January 1, 2013, are not subject to reciprocity or returned to active membership with a new employer following a break in service greater than six months.
- 1.5. City – The City of Rocklin.
- 1.6. Day – Day shall mean a period of time between any midnight and the midnight following.
- 1.7. Emergency Overtime – An immediate need for personnel.

City of Rocklin/Rocklin Police Officers Association
1/1/18 – 12/31/2020

- 1.8. Employee – A member of the employee bargaining unit represented by the Rocklin Police Officers’ Association. Part-time employees, Reserve Police Officers, and volunteers are not covered by this MOU.
- 1.9. Extended Period – (Pursuant to Article 37, Family Care and Medical Leave) – An absence of two (2) weeks or more.
- 1.10. Grievance – (Pursuant to Article 46, Grievance Procedure) – A claimed violation, misapplication, or misinterpretation of a specified provision of this Agreement which adversely affects the grievant.
- 1.11. Grievant – (Pursuant to Article 46, Grievance Procedure) – An employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
- 1.12. Immediate Family – (Pursuant to Article 33, Paid Time Off) – For purposes of sick leave use as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee’s biological, adoptive or foster parent, stepparent, or legal guardian, spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.
- 1.13. Meyers-Milias-Brown Act (MMBA) – Chapter 10 of Division 4 of Title 1 of the Government Code commencing with section 3500, having to do with employer/employee relations, as the same now reads or as it may be amended to read.
- 1.14. MOU – This Memorandum of Understanding or a prior or future Memorandum of Understanding as the context may require.
- 1.15. Overtime – For sworn employees, except for sworn employees who are assigned to a patrol schedule with a 12.5 hour and 10 hour makeup shift plan, any time worked in excess of eighty (80) hours in a pay period.
 - For sworn employees assigned to a patrol schedule with a 12.5 hour and 10 hour makeup shift plan, any time worked in excess of the regularly scheduled seventy-five (75) or eighty-five (85) hours in a pay period.
 - For non-sworn employees, any time worked in excess of forty (40) hours in a work week.

City of Rocklin/Rocklin Police Officers Association
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- 1.16. Paid Hours – Regular, sick, Paid Time Off (PTO), Compensatory Time Off (CTO), and holiday hours.
- 1.17. Part-time Employees – Those employees whose regularly scheduled work assignment is less than thirty (30) hours per work week or employees who are authorized to work no more than nine hundred and sixty (960) hours in a year.
- 1.18. Permanent Status – The status of an employee who has successfully completed a probationary period.
- 1.19. Personnel Rules – The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.
- 1.20. Probationary Period – A working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. “Initial” probationary period is the first probationary period completed by an employee following the original date of hire.
- 1.21. Probationary Status – The status of an employee who is serving a probationary period for the position and/or class in which he/she is currently employed.
- 1.22. Promotion – The advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.
- 1.23. Reasonable Suspicion – (Pursuant to Article 45, Drug, Alcohol, and Substance Abuse Policy) – A belief based on objective and articulated facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced.
- 1.24. Regular Rate of Pay – The employee’s base rate of pay plus all differentials to which the employee is entitled.
- 1.25. RPOA – The Rocklin Police Officers’ Association.
- 1.26. Scheduled Overtime – Overtime assignments that have been anticipated and are greater than two (2) weeks until assignment.
- 1.27. Seniority – For the purposes of Overtime, Scheduling Procedures – Extended PTO (Vacation), Work Hours and Schedule, and Reduction in Force/Layoff, seniority

City of Rocklin/Rocklin Police Officers Association
1/1/18 – 12/31/2020

will be determined by length of continuous full-time service in the affected classification. Continuous full-time service means the employee's total continuous full-time service since date of appointment to the classification without break or interruption. Approved leaves, suspensions of one month or less, and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Classification seniority shall include any time spent in another equal to or higher departmental full-time classification if the employee returns to his/her former classification for any reason. The level of classification shall be based on the base rate of pay. Classification seniority shall also include time spent within the Rocklin Police Department in Special Duty assignments. In the event of a tie, total City seniority, date of application, and choice by lot shall be used in that order to break the tie.

- 1.28. Short-Notice Overtime – A need for personnel which becomes necessary within two (2) weeks or less of assignment.
- 1.29. Supervisor – The individual who is directly responsible for the day-to-day assignment, review of performance, and direction of the work of an employee.
- 1.30. Work Week – The period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday.

ARTICLE 2. INTENT

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith pursuant to the requirements of the MMBA.

This MOU constitutes the entire understanding of the parties with respect to the matters covered by the MOU, and all previous Memoranda and contrary practices and side agreements are hereby expressly superseded.

All amendments hereto shall be valid only when made in writing and approved by each party.

ARTICLE 3. TERM

This MOU shall be effective as of January 1, 2018 and shall remain in effect until midnight December 31, 2020. During the term of this MOU should either party desire to modify its terms or meet and confer as to a matter within the scope of representation, which is not addressed herein, then such party shall make such a request in writing to the other party. The subject of the request shall be specified in the written request. No changes in this MOU shall be made without the mutual consent of both the City and the RPOA.

ARTICLE 4. RECOGNITION

The City recognizes the RPOA as the sole and exclusive representative for the Police Representation Unit which consists of full-time permanent and probationary employees in the classes of Police Sergeant, Police Officer, Police Technical Assets Coordinator, Community Service Officer, Evidence/Property Technician, Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Animal Control Officer, Public Safety Dispatcher I/II, Senior Records Clerk, Police Records Clerk, and such non-supervisory classes as may be added to the unit during the term of this MOU.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING

Should either party desire to meet and confer on a successor memorandum of understanding, the party shall endeavor to serve notice in writing on the other party no later than sixty (60) days prior to the expiration of this MOU. Meet and confer sessions should be scheduled as soon as possible after such notice is given.

ARTICLE 6. PERSONNEL RULES

The Personnel Rules of the City of Rocklin are no longer incorporated within this MOU. Personnel Rules for City Employees will remain in effect for those matters not covered by this MOU. The City agrees to meet and confer with the RPOA over any proposed change to wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to Council for consideration, approval, and adoption.

ARTICLE 7. AMERICANS WITH DISABILITIES ACT

Non-Discrimination. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that no provision in this MOU is intended to cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment. The parties further agree that neither party shall seek to enforce any provision of the MOU in a manner that will cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment.

Accommodation. The RPOA recognizes that the City has the legal obligation to meet with the individual employee to be accommodated in order to determine what adjustment in working conditions is necessary, if any. The City will provide the RPOA with written notice of any proposed adjustment to working conditions it determines necessary in order to comply with the Act, and provide the RPOA the opportunity to meet and discuss the matter.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited to use as evidence of a past practice in the grievance procedure. Nothing, however, in this provision shall preclude the RPOA from utilizing the established grievance procedure, or any other means available by law, to challenge an alleged misapplication or abuse of this provision.

ARTICLE 8. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract to discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing, or empowering the City to act or refrain from acting.

ARTICLE 9. COMPLETION OF BARGAINING

The parties mutually agree that during the term of this MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours, and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare

City of Rocklin/Rocklin Police Officers Association
1/1/18 – 12/31/2020

of the residents of this jurisdiction. RPOA agrees that under no circumstances during the term of this MOU will RPOA recommend, encourage, cause or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, (hereinafter collectively referred to as a work stoppage), or picketing related to collective bargaining matters, in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 10. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that the City and its employees must participate in the Social Security program, the City and the RPOA agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and employees.

ARTICLE 11. SEPARABILITY

If any provision of this MOU is invalidated by any state or federal legislative or administrative enactment or by a court of law all remaining provisions shall continue in full force and effect for the remainder of this MOU. The parties shall meet and confer within a reasonable timeframe following the invalidation of any provision of this MOU in an effort to negotiate a replacement provision.

SECTION II – COMPENSATION

ARTICLE 12. SALARIES

12.1. Salary Market Adjustments

12.1.1. Salary market adjustments will be determined by the average of the total compensation paid by the following three cities: Roseville, Folsom, and Lincoln.

12.1.2. Effective the first pay period following approval by the City of Rocklin City Council the following classifications will receive a salary market adjustment as listed in the table below.

<u>Classification</u>	<u>Salary Market Adjustment</u>
Crime Analyst	12%
Public Safety Dispatch Supervisor	7.5%
Senior Public Safety Dispatcher	7.5%
Public Safety Dispatcher II	7.21%
Animal Control Officer	5.49%

12.1.3. Salary Adjustments

Salary increases for all classifications within the RPOA bargaining unit shall be based on Measure C (Chapter 2.48 of the Rocklin Municipal Code) or negotiated salary increases contained in this MOU, whichever is greater.

For example, if Measure C mandates a 1% salary increase is necessary for the Police Officer classification in the pay period that includes February 1st, 2018, and the MOU specifies that the Police Officer classification shall receive a negotiated 2% salary increase in the pay period that includes February 1st, 2018, then the 2% negotiated salary increase shall be applied.

Conversely, if Measure C mandates a 2% salary increase for the Police Officer classification and the MOU specifies a 1% negotiated salary increase, the 2% Measure C salary increase for the Police Officer classification shall be applied.

In no event shall an employee receive both a Measure C salary increase and a negotiated salary increase.

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12.1.4. Salaries shall be determined either through provisions of Measure C or by making the following salary adjustments, whichever is greater:

- Effective the first pay period following approval by the City of Rocklin City Council, all classifications will receive a 5.0% base salary increase.
- Effective January 19, 2019, all classifications will receive a 2.0% base salary increase.
- Effective February 1, 2020, all sworn classifications will receive a 2.0% base salary increase.

Due to recruitment and retention challenges with sworn classifications, the City will increase the base salary reflected in 12.1.4. above for all sworn classifications by an additional 1% for a total of 6%, effective the first pay period following approval by the City of Rocklin City Council, and an additional 1% for a total of 3%, effective February 1, 2020.

12.2. Salary Schedules

The salary schedules for each job classification in the Rocklin Police Officers' Association Bargaining Unit are set forth in Addendums A and B of this Agreement. It is understood that implementation of any salary increase or market adjustment may vary slightly due to the impact of rounding.

A. Salary Schedule A and Establishment of Salary Schedule B

Effective January 1, 2018, or upon approval by the City Council whichever is latest, each job classification shall have two salary schedules; Schedule A and Schedule B.

B. Move to Salary Schedule B from Salary Schedule A

All employees hired prior to January 1, 2018, shall remain on Salary Schedule A until they have achieved step 6 of the salary range in their respective classification. Upon achievement of step 6, such employees will move to Salary Schedule B.

Effective the first pay period following approval by the City of Rocklin City Council, all employees who are at step 6 in their respective classifications will move to Salary Schedule B in the step appropriate for their salary step and longevity pay if applicable, as follows:

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Step on Salary Schedule A and longevity pay based on years of service in the department	New Position on Salary Schedule B
Step 6 < seven (7) years of service	Step K
Step 6 with seven (7) years of service	Step L
Step 6 with ten (10) years of service	Step M
Step 6 with fifteen (15) years of service	Step N

Examples:

- A Step 6 employee with no longevity pay will move from Schedule A/ Step 6, to Schedule B/Step K.
- A Step 6 employee with 15 years of City service receiving a longevity pay differential of 7.5% of the base rate of pay will move from Schedule A/Step 6 to Schedule B/Step N and no longer be eligible for longevity pay.
- Effective the first pay period following approval of the City of Rocklin City Council, new hires will be assigned to Schedule B, and shall not be eligible for longevity pay.

C. Salary Schedule B

All employees hired on or after January 1, 2018, or upon approval by the City Council, whichever is latest, shall be assigned to Salary Schedule B (Addendum B).

- The first step of Salary Schedule B shall be 100% of step 1 of Salary Schedule A for each job classification.
- Salary Schedule B shall consist of fourteen (14) salary steps (steps A through N). The increase from step A to step B shall be approximately 2.5% with all subsequent steps increasing by approximately 2.5% through step N.

12.3 Salary Upon Promotion

Upon promotion an employee who is receiving either Corporal or Detective pay shall be placed at the step in the new salary range that provides a minimum salary increase of 5% above their regular rate of pay unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Upon promotion employees not receiving either Corporal or Detective pay shall be placed at the step in the new salary range that provides a minimum salary increase of 5% above their base compensation unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range.

ARTICLE 13. OVERTIME

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay for each hour or one-fourth (1/4) thereof worked. Employees may choose to accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of Article 35, Compensatory Time Off. Compensatory time shall be provided at the same rate as overtime is paid.

The amount of overtime an employee will be authorized to work will depend on the service needs of the Department and will be determined by the Police Chief or designee.

Except sworn officers assigned to work a 12.5 hour overtime patrol shift, employees who are required to work more than twelve (12) consecutive hours as the result of an overtime assignment shall be provided an additional thirty (30) minute meal period. Such meal periods may be postponed in case of emergency or due to service demands.

In scheduling overtime, the Department shall utilize the following Overtime Call-Out Procedure.

13.1. Emergency Overtime Call-Out Procedure

In the case of an emergency requiring immediate response of personnel, any employees summoned through personal contact, a message, or a page to work, shall do so promptly.

If a reasonable excuse exists that precludes the employee’s response, he/she shall advise the supervisor requesting a response. It shall remain the discretion of the supervisor whether or not to require an employee to work Emergency Overtime.

13.2. Short Notice Overtime

13.2.1. Short-Notice Overtime Procedure

Any supervisor, upon realizing the need for personnel as per the definition of Short-Notice Overtime, may initiate this procedure. The supervisor will first seek to utilize on duty employees for “hold over” or next shift employees for an “early in.” In the event that the use of on duty or early in employees would necessitate these employees to work excessively long shifts, the supervisor shall attempt telephone contact with other available employees as set forth below, then utilize on duty employees in another classification who are capable of performing the work.

13.2.2. Call-Out Procedure

Should an overtime assignment remain vacant following the use of the Short-Notice Overtime procedure, the supervisor shall begin a call-out of the least senior employee who has had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days.

Public Safety Dispatcher Supervisor/Senior Public Safety Dispatcher/Public Safety Dispatcher I/II: For purposes of call-out under this Article, the supervisor shall first contact the employees whose primary assignment is in the communications center (Public Safety Dispatcher Supervisor/ Senior Public Safety Dispatcher/Public Safety Dispatcher I/II) in order of least seniority, and who (1) are not on scheduled extended PTO; (2) are not on incidental day off to observe one of the holidays defined in Article 14, Special Holiday Pay; and (3) have had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days. If still unable to fill the overtime assignment, the supervisor shall next contact the remaining Public Safety Dispatcher Supervisor/ Senior Public Safety Dispatcher/Public Safety Dispatcher I/II personnel in order of least seniority, using the criteria listed in the previous sentence.

13.3. Scheduled Overtime Sign-Up Lists

The supervisor responsible for scheduling shall post a sign-up for scheduled overtime. Generally, the overtime assigned by this procedure is for foreseeable overtime; i.e., training, vacations, injuries, vacancies, special assignments, etc.

The list will remain posted for five (5) days. Employees may sign up for up to eighteen (18) hours per pay period beginning with the most senior employee. Any leftover time will be reposted for an additional two (2) days for a second round of sign-ups based on seniority. However, no employee may sign up for additional time if such time exceeds thirty-six (36) hours per pay period without approval from the Police Chief or designee. Overtime will be posted in minimum increments of half shifts, i.e., four (4) hours, five (5) hours, or six (6) hours.

Should all overtime assignments not be filled through the Scheduled Overtime Sign-Up List, the scheduling supervisor shall assign the least senior qualified employee available, whether or not that employee is on the Scheduled Overtime Sign-Up List, provided that the employee is assured at least one (1) day (twenty-four (24) consecutive hours) off in each seven (7) day period.

13.3.1. Change of Scheduled Overtime Procedure

If the RPOA proposes a different procedure for handling scheduled overtime during the term of the MOU, the City agrees to meet and confer with the RPOA on the proposal. If the parties reach impasse, the scheduled overtime procedure shall remain the same.

13.4. Maximum Hours

The following limitations of Short-Notice and Scheduled Overtime are prescribed:

- 13.4.1. No employee shall be scheduled to work more than twelve and one-half (12.5) consecutive regular hours in one day, except in emergency or extraordinary circumstances.
- 13.4.2. An employee who is assigned to ten (10) hour shifts shall not be scheduled to return to work without ten (10) hours between assignments, except assigned training days. An employee who is assigned to eight (8) hour shifts shall not be scheduled to return to work without eight (8) hours between assignments, except for assigned training days.
- 13.4.3. An employee shall not be assigned to work overtime “out-of-class” without permission from the Police Chief or designee.
- 13.4.4. An employee who is assigned to twelve (12) hour or twelve and one-half (12.5) hour shifts shall not be scheduled to return to work without ten (10) hours between assignments, except for assigned training days.
- 13.4.5. The Police Chief or designee may exclude any individual from an overtime assignment if in his/her estimation the individual does not possess the skills or abilities to achieve the desired objective of the assignment.

13.5. Police Recruit/Trainee Compensatory Time Off In Lieu of Overtime

- 13.5.1. For the purpose of classification of Police Recruit/Trainee only, while assigned to attend a law enforcement training academy, shall not be paid overtime for hours worked in excess of 80-hours worked in a two-week pay-period as outlined in Article 13, but rather Police Recruit/Trainee shall only accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of Article 35, Compensatory Time Off.
- 13.5.2. Upon successful completion of the assigned law enforcement training academy, the Department may require police recruits to use any accrued Compensatory Time Off prior to beginning the Department Field Training Program.

ARTICLE 14. SPECIAL HOLIDAY PAY

An employee working a regularly scheduled shift on any of the following four (4) days shall be compensated at double time: New Year’s Day, Independence Day, Thanksgiving Day, and

Christmas Day. An employee working overtime, on one of the above holidays, scheduled or non-scheduled, will be compensated at double time and one-half for all overtime hours worked. However, in no instance shall pyramiding of overtime be allowed.

ARTICLE 15. CALL BACK PAY

15.1. When an employee is called and required to physically return to work outside of and not continuous with their scheduled shift, the employee shall receive a minimum of three (3) hours pay at time and one-half. Should the call back continue beyond three (3) hours, additional time shall be credited in one-half (1/2) hour increments.

This Section 15.1 does not apply if the employee is being called back to complete work that should have been finished prior to the end of his/her shift. If this occurs, the employee will be paid for all actual hours worked (at time and one half if exceeding 80-hours within a pay-period). Further, this section does not apply if an employee is called either at home or on his/her cellular phone, but is not required to come to work. If this occurs, the employee will be paid for all actual hours worked but not less than one quarter hour (1/4) at the overtime rate (time and a half) except that which would be considered de minimis or insignificant as described by the FLSA such as single/independent call or text resulting in only a brief period of time in duration and not proceeded or repeated with other work related calls.

15.2. For the purposes of this Article 15, the positions of Detective Sergeant and Youth Services Unit Sergeant shall receive credit for straight time worked for calls received during their off duty hours. Should the total amount of calls made or received exceed four (4) in a twelve (12) hour period, the Sergeant shall receive a minimum of three (3) hours straight time credit, unless the total length of the telephone calls exceeds the three (3) hours. If the Sergeant had already reached their eighty (80) hours of straight time for that pay period, they shall be compensated in accordance with Article 15.1.

ARTICLE 16. COURT APPEARANCE DURING SCHEDULED TIME OFF

16.1. Compensation

When employees are required to make court appearances in a criminal or non-criminal action to provide testimony in their capacity as employees of the Department they will be paid as follows:

16.1.1. When an employee is called back from the employee’s non-scheduled work hours for the purposes of court, the employee will receive a minimum of four (4) hours pay at the employee’s overtime rate. The time will be calculated portal-

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to-portal. Any time in excess of four (4) hours minimum shall be compensated at the employee's overtime rate for actual time worked. An employee who is scheduled for court less than four (4) hours prior to the employee's regular shift or scheduled overtime will only receive compensation for the additional hours worked. In no instance shall an employee receive double compensation.

- 16.1.2. If the court appearance which was scheduled on the employee's regular days off or the employee's previously scheduled time off is cancelled by the court with less than sixteen (16) hours' notice to the Department, the employee will be compensated for two (2) hours at the employee's overtime rate. The Department will notify the employee of the cancellation. If a scheduled court appearance is not canceled but the employee is placed on telephone standby, the employee will be compensated for two (2) hours at the employee's overtime rate for that day. For multiple same day subpoenas, an employee is entitled to receive pay in accordance with this article. When the employee has subpoenas for the morning (0800-1200 hours) and afternoon (1300-1700 hours) or when one or both are canceled, the employee shall be paid for both subpoenas so long as appearance times do not overlap. The required notification for this provision shall be one of the following:
- 16.1.2.1. Notice in person or by telephone to the employee including messages left or telephone recorders or answering devices at the employee's place of residence.
- 16.1.2.2. Written or electronic mail communications delivered to the employee's mail box or electronic mail box thirty (30) minutes prior to the end of the employee's last regularly attended shift.
- 16.1.3. Employees will only be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. Lunch breaks do not normally count for purposes of compensation under this Article. If the employee is required to meet with or obtain evidence of information for the District Attorney during the lunch break, the lunch break shall be compensated as time worked.
- 16.1.4. It is the City's policy not to use officers who have been called for court time during off-duty hours for anything other than duties related to court appearances unless required by operational needs.
- 16.2. Subpoenas and Witness Fees
- Employees subpoenaed to appear for a non-criminal action are not eligible for compensation from the City unless they are appearing as a representative of the City, and the subpoena is accompanied by the required witness fee.

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If the subpoena and the witness fee are received directly by the employee, the employee shall immediately submit a copy of the subpoena and the check for the witness fee to the appropriate records section employee as determined by the Police Chief or designee.

ARTICLE 17. EDUCATION INCENTIVE PAY

- 17.1. Employees are eligible to receive education incentive pay in accordance with the following criteria:
- 17.1.1. Education incentive pay will be paid in each biweekly payroll. Payment of education incentives are effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentives will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Office.
- 17.1.2. For POST certificates, a copy of the certificate application shall be considered timely notification. A copy of the certificate will be considered acceptable proof of accomplishment. A copy of the certificate application must be filed with the Human Resources Office within thirty (30) days of the date of the certificate application in order to receive education incentive pay retroactive to the date of the award of the certificate.
- 17.1.3. For college degrees, a certified copy of the college transcripts or a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of the employee's intention to apply for education incentive pay within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given, education incentive pay shall be retroactive to the date of the accomplishment.
- 17.1.4. Education incentive pay for Associate's and Bachelor's degrees shall not be applicable to employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in that class.
- 17.1.5. Employees are individually responsible for notifying Human Resources of their eligibility for education incentive pay and to provide the appropriate documentation in accordance with the above.
- 17.2. Employees are eligible for education incentive pay as provided below:

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	<u>Monthly Amount</u>
Completion of 60 college units (40 units must be job-related)	\$65.00
EMD Certificate	\$75.00
Associate’s Degree (any major)	\$75.00
Intermediate POST	\$175.00
Dispatcher Intermediate POST	\$175.00
BA/BS (any major)	\$150.00
Advanced POST	\$225.00
Dispatcher Advanced POST	\$225.00
MA (non-sworn only)	\$200.00
BA/BS + Advanced POST (Sworn and Dispatchers)	\$275.00

17.3. Education incentive pay is non-cumulative and is paid at the highest rate for which an employee is qualified.

ARTICLE 18. SHIFT DIFFERENTIAL PAY

When an employee works a shift where four (4) or more hours fall within the times of 7:00 p.m. and 7:00 a.m., he/she shall receive a pay differential of 2.5% of base rate of pay for all hours worked during that shift.

Time sheets must reflect the starting and ending times to be eligible for payment of any shift differential.

ARTICLE 19. SPECIAL DUTY PAY

19.1. When an employee is assigned by the Police Chief or designee to be a trainer, he/she shall receive a pay differential of 5% of base rate of pay for all hours worked as a trainer.

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- 19.2. When an employee is assigned the function of Detective to perform investigative work, he/she shall receive a pay differential of 5% of base hourly rate times 80 hours for each pay period in which they are assigned as a Detective.
- 19.3. When an employee is assigned the position of Dog Handler and is required to maintain a trained police dog, he/she shall receive extra compensation in accordance with Addendum C (Police Service Dog Handler Agreement).
- 19.4. When an employee is assigned and is actively engaged as a member of a SWAT team or as a Negotiator on the CINT Team, he/she shall receive a pay differential of 5% of base rate of pay for all such hours worked. Employees assigned to SWAT and CINT shall also receive the 5% incentive when involved in SWAT and CINT training.
- 19.5. When an employee is assigned by the Police Chief or designee to be a Corporal, he/she shall receive a pay differential of 7.5% of base hourly rate times 80 hours for each pay period in which they are assigned as a Corporal.
- 19.6. When an employee is assigned to the function of Detective who is assigned by the Police Chief or designee to on-call status, he/she shall receive \$1.25 per hour for any hours so assigned.

ARTICLE 20. LONGEVITY PAY

- 20.1. Effective the first pay period following the approval of the City of Rocklin City Council, new employees are not eligible for longevity pay, and current employees who are at or achieve Step 6 of Salary Schedule A will move to the appropriate step of Salary Schedule B as cited in the table and examples listed in Article 12.2.B., and will not be eligible for longevity pay. Current employees who are not at Step 6 of Salary Schedule A as of the first pay period following the approval of City Council, shall be eligible for longevity pay as follows: When an employee has completed seven (7) years of service in the Department, he/she will receive a longevity differential of 2.5% of base rate of pay at the beginning of the pay period including the effective date.
- 20.2. When an employee has completed ten (10) years of service in the Department, he/she will receive a longevity differential of 5% of base rate of pay at the beginning of the pay period including the effective date.
- 20.3. When an employee has completed fifteen (15) years of service in the Department, he/she will receive a longevity differential of 7.5% of base rate of pay at the beginning of the pay period including the effective date.

20.4 When an employee currently receiving longevity pay is promoted to a new job class within the bargaining unit and is placed below Step 6 of the salary schedule, he/she will retain their longevity differential. Upon promotion, the new base rate of pay will be a minimum of five percent (5%) above the employee’s then current base rate including longevity pay except that in no instance shall the new base rate exceed the top step of the new classification.

ARTICLE 21. TRAINING TIME

When an employee is required to attend a scheduled training exercise during a non-scheduled shift and not contiguous to a scheduled shift, he/she shall be compensated as under the Call Back provision. See Article 15.

Employees will be compensated for travel time associated with training in accordance with Addendum D.

ARTICLE 22. ACTING PAY

22.1. Other than for the purposes of training, employees will be eligible for acting pay when assigned to perform the duties of any classification which is paid at a salary range higher than that in which the employee is currently employed.

22.2. Eligibility for acting pay will be subject to the following conditions:

22.2.1. The assignment of work in a higher classification must be made by the Police Chief or designee.

22.2.2. Employees receiving acting pay must be fully qualified to perform in the higher classification.

22.2.3. Employees who are assigned to the higher classification must be required to perform a substantial number of essential tasks of the higher-level position.

22.3. Once the above conditions are satisfied, the employee will be paid a premium of 5% of base rate of pay for all subsequent hours worked in the acting assignment. Paid, but not worked hours (i.e., PTO), shall be paid at the employee’s base rate of pay plus any other related additives during the assignment.

22.4. A Police Officer placed in acting status in the position of Police Sergeant shall receive acting pay at a rate equivalent to that established for Corporal.

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ARTICLE 23. EFFECTIVE DATES

Unless specifically noted otherwise, any economic provision of this MOU will be effective at the beginning of the first pay period following the pay period that includes the date the City Council adopts this MOU. Merit increases, longevity pay, and any cost of living adjustments pursuant to Proposition C shall accrue and be payable from the effective date when the City's payroll software system has the capability of making mid-pay period adjustment. Until such time, the City shall implement merit increases and longevity pay from the beginning of the pay period that includes the effective date.

ARTICLE 24. MOTORCYCLE PAY AND MOTORCYCLE SAFETY EQUIPMENT

The City will identify and provide all safety equipment related to the position of motorcycle officer.

SECTION III - BENEFITS AND REIMBURSEMENTS

ARTICLE 25. HEALTH, DENTAL, VISION, LIFE, AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

25.1. Availability and Eligibility

The City agrees to provide insurance benefits covering medical, dental, vision, life, and AD&D for eligible employees in accordance with plan specifications. Dependent coverage will be available on the medical, dental, and vision plans.

25.2. Selection of Carriers

Employees shall choose a medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the California Public Employees Retirement System (CalPERS). The dental, vision, life, and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

25.3. Employee Benefit Package

The employee benefit package will include:

Selected medical plan
Family dental plan (with PPO option)
Family vision plan
\$50,000 Life and AD&D insurance
PERS administrative cost

25.4. Premiums

25.4.1. The City will pay the full cost of coverage for a family dental plan, a family vision plan, and \$50,000 life and accidental death insurance for employee only.

25.4.2. Effective July 1, 2018, the City will increase its direct monthly contribution towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of \$1,200 per month. Employees will pay the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution.

Should the City propose to establish a cafeteria plan during the term of this agreement, the City and RPOA agree to meet and confer over the proposal. The

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City agrees that it will not implement a cafeteria plan for RPOA represented employees without agreement from the RPOA.

25.5. Payroll Deduction

The employee will pay the amount their medical insurance cost exceeds the City's contribution by authorizing biweekly pre-tax payroll deductions.

ARTICLE 26. STATE DISABILITY INSURANCE BENEFITS (SDI)

All employees shall be eligible for SDI benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 27. FLEXIBLE SPENDING PLAN

27.1. The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If this maximum amount changes then the City will abide by that new amount. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

27.2. The City reserves the right to change carriers at any time, provided that plan benefits to RPOA members are substantially the same or better.

ARTICLE 28. RETIREMENT BENEFITS

28.1. Classic Employees Retirement Plans

The City agrees to maintain membership and continue contracting with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 55 plan for classic non-safety ("miscellaneous") employees and the 3% @ 50 plan for classic safety employees, with additional contract provisions as found in the California Government Code pertaining to CalPERS (Title 2, Division 5) as follows:

Section 20042, One Year Final Compensation
Section 20965, Credit for Unused Sick Leave
Section 21574, 1959 Survivors Benefit, Fourth Level

28.2. Classic Employees Retirement Member Contributions

All classic miscellaneous employees shall continue contributing seven percent (7%) of their CalPERS reportable compensation as the employee share for their CalPERS pension benefits. Effective July 7, 2018, all classic miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution for a total employee contribution of ten percent (10%) of the employee's CalPERS reportable compensation.

All classic safety employees shall continue contributing nine percent (9%) of their CalPERS reportable compensation as the employee share for their CalPERS pension benefits. Effective July 7, 2018, all classic safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution for a total employee contribution of twelve percent (12%) of the employee's CalPERS reportable compensation.

28.3. PEPRA Employees Retirement Plans

For PEPRA employees the City agrees to maintain membership and continue contracting with CalPERS for the 2% @ 62 plan for PEPRA miscellaneous employees and the 2.7% @ 57 plan for PEPRA safety employees as required by law along with additional contract provisions as follows:

- Section 20037, Average of three (3) highest years of service compensation, as required by law
- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivors' Benefit, Fourth Level

28.4. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law and as determined by CalPERS. In addition, effective July 7, 2018, PEPRA miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution, and PEPRA safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. If the required employee contribution for PEPRA employees (currently 6.25% for miscellaneous and 12.00% for safety) increases in the future, the additional employee contribution paid towards the employer's retirement contribution (i.e., additional 3% for miscellaneous and 3% for safety) shall be reduced by the same percentage until eliminated. At that point, PEPRA employees will only pay the employee share required by State law and

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determined by CalPERS (i.e., fifty percent (50%) of the normal cost) and will not contribute an additional amount towards the employer share.

ARTICLE 29. DEFERRED COMPENSATION

Non-Sworn Employees:

For employees hired before January 1, 2013, the City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.

Employees hired after December 31, 2012, shall not be eligible for the City's matching of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

The City will contribute \$200.00 per month (no match required) for each PEPR employee to a City sponsored deferred compensation program.

Sworn Employees:

The City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.

The City will contribute \$200.00 per month (no match required) for each PEPR employee to a City sponsored deferred compensation program.

ARTICLE 30. RETIREE HEALTH BENEFITS

All City of Rocklin employees who meet the eligibility requirements for CalPERS retirement (service or disability) and retire within 120 days of separation from the City, are eligible for post-retirement health benefits.

Effective July 1, 2018, the City shall contribute up to a maximum of \$1,200 per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits.

The RPOA and the City agree to rescind the vesting schedule for Retiree Health Benefits adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. However, any existing retiree who is currently receiving more than \$1,200 per month in post-retirement health benefits shall continue receiving their existing amount until such time as the City's contribution for post-retirement health benefits exceeds the amount of their existing retiree health benefit. In exchange for rescinding the vesting schedule, the City and the RPOA mutually agree that the retiree health benefits described in this Article are

intended to be permanent for current retirees as of December 31, 2017, and employees who retire during the term of this MOU (January 1, 2018 - December 31, 2020). Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire during the term of this MOU shall exist and continue beyond the term of this MOU and are not dependent on the existence of any subsequent or future MOU. The RPOA and City, however, may agree to increase the amount of the retiree health benefit in the future.

ARTICLE 31. UNIFORM ALLOWANCE

All sworn personnel, personnel in the classifications of Community Service Officer, Police Technical Assets Coordinator, and Animal Control Officer shall receive a uniform allowance of \$36.54 paid in each biweekly pay period.

Non-sworn personnel, except in those classifications included above, shall receive a uniform allowance of \$30.00 paid in each biweekly pay period.

Significant mandated modifications to the uniform requirements will be subject to meet and confer. For purposes of this Article, “significant modifications” shall be defined as having an aggregate cost of ten percent (10%) or more of the annual uniform allowance; “mandated” modifications shall be defined as City-mandated modifications which have not been generated by the Uniform Review Committee.

When a new employee who is required to wear a uniform enters the service during the term of this MOU, said employee shall receive, upon entry into the service, their first set of uniforms. The Department will determine what the uniform needs are and provide the first set at no cost to the employee.

Individuals in the classifications of Public Safety Dispatcher I/II, Police Technical Assets Coordinator, Community Service Officer, Senior Records Clerk, Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Evidence/Property Technician, Police Records Clerk, and Animal Control Officer, shall be required to wear the prescribed uniform while on duty, except when exempted from this requirement by the Police Chief.

ARTICLE 32. TUITION REIMBURSEMENT

32.1. Employees shall be eligible for tuition and related expense reimbursement for completing approved course work in an accredited college, school, or university. To be eligible for reimbursement, the employee must submit, to the Police Chief and to the Human Resources Manager for approval, an education plan and goal. The plan must contain a statement as to the relevance of the plan to the employee’s work assignment and the benefit to the City. The plan must be approved by both City representatives before the employee can expect reimbursement.

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Upon completion of the course work, the employee must submit the following items to receive reimbursement:

32.1.1. Copy of grade report evidencing completion of the course work with a grade of C or better.

- Itemized receipts showing items claimed for reimbursement
- Items qualifying for reimbursement include:
 - Tuition (in-state only)
 - Required textbooks
 - Required supplies
 - Parking permits
 - Other related expenses
- Items NOT qualifying for reimbursement include:
 - Medical service fee
 - Mileage
 - Items not required by the instructor

32.2. The maximum amount eligible for reimbursement will be \$958.14 per fiscal year. Effective July 1, 2018, the City agrees to increase this amount by 3.0% per fiscal year for subsequent years during the term of this MOU. The City will observe the IRS regulations concerning the taxability of education reimbursement in effect at the time of the request for reimbursement. Tuition Education Plans must be preapproved by the Chief of Police no later than January, for the upcoming year.

SECTION IV – LEAVES

ARTICLE 33. PAID TIME OFF PROGRAM (PTO)

33.1. Paid Time Off (PTO)

33.1.1. Accrual – The City will provide all employees covered by the MOU time off with pay for vacation, holidays, minor injuries, illnesses, and other personal needs. A new employee will begin to accrue PTO immediately upon hire. PTO hours are accrued on the first 80 paid hours in the biweekly pay period. The rate that an employee accrues such time is based on his/her length of service with the City. PTO is accrued as follows:

<u>Years of Service</u>	<u>Per Year</u>	<u>Hours Per Pay Period</u>
0-1	234	9.000
1-2	242	9.308
2-3	250	9.615
3-4	258	9.923
4-9	274	10.538
9+	298	11.462

33.1.2. Use of PTO – An employee may use PTO as soon as it is accrued. The Police Chief reserves the right to require the employee to take 40 hours of PTO each calendar year. If the Chief exercises his/her right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

33.1.3. PTO Pay Out – An employee will be allowed to accrue up to a maximum of two hundred (200) hours of PTO. As of June 1, and November 15 of each year, any PTO hours accumulated that exceed the 200-hour limit will automatically be paid out to the employee at their base hourly rate then in effect. Pay out for hours in excess of the 200-hour limit will be paid in the pay period immediately following the pay period, which includes June 1 and November 15. When an employee leaves City employment, they will be paid for all unused PTO at their base rate of pay.

33.2. Sick Leave

33.2.1. Use of Sick Leave.

33.2.1.1. Sick leave may be used in the event of one of the following circumstances:

- Actual illness or injury of the employee;
- The employee’s exposure to a contagious disease;

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- Medical or dental appointments of employees and employee’s immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee’s presence is required; and
- Where the employee’s medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee’s biological, adoptive or foster parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.

33.2.1.2. An employee who is entitled to disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

33.2.1.3. Employees may use sick leave as soon as it is accrued.

33.2.1.4. Employees who are absent from work for three (3) consecutive shifts or work days because of illness or non-job related injury may be required to submit a physician’s certificate verifying the condition and certifying the employee’s ability to perform the full range of his/her duties upon return to duty.

33.2.1.5. Coordination of Sick Leave and Disability Benefits:

Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury shall be integrated as follows:

An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

- If he/she has accumulated sick leave, be treated as on sick leave; and
- Receive full salary, which shall be a combination of compensation from the City and SDI.
- When sick leave benefits are exhausted, he/she shall only receive SDI to the extent permitted by law.
- During such period, sick leave shall be deducted from the employee’s accumulated sick leave in the same ratio as the City portion of the employee’s salary bears to the employee’s full salary.

33.2.2. Sick Leave Accrual. A new employee will begin to accrue Sick Leave hours on the first day of employment. Sick Leave hours shall accrue on the first 80 paid hours in the biweekly pay period at the following rates:

<u>Years of Service</u>	<u>Per Year</u>	<u>Hours Per Pay Period</u>
0-1	56	2.1539
1+	72	2.7693

33.2.3. Sick Leave Buy Back. Upon separation with ten (10) years or more of service, or upon termination of employment by reason of death, service, or disability retirement, the employee or employee’s estate may choose to be paid one-third (33 1/3%) of the total unused sick leave at its current value based on the employee’s base rate of pay as defined in Article 1.2. The remaining balance of sick leave hours will be eligible for conversion to additional service time in the calculation of retirement benefits for the PERS system.

ARTICLE 34. SCHEDULING PROCEDURES – EXTENDED PTO (VACATION)

Employees may schedule extended Paid Time Off (PTO) for use as vacation time as follows:

34.1. For all employees except sworn employees assigned to patrol, extended PTO sign-ups will be once a year and will be posted each year from November 1-30, to be effective on January 1 of the following year. For sworn employees assigned to patrol, PTO sign-ups will be posted twice a year, within 10 days of the close of each 6 month rotation sign-up.

34.1.1. A schedule will be posted for sign-ups, beginning with the most senior employee and ending with the least senior employee in each classification. Employees who do not sign up according to the schedule will be placed at the bottom of the list for their classification.

34.2. Definitions

For purposes of this Article 34 the following definitions apply:

34.2.1. Classifications eligible for extended PTO are as follows:

- Police Sergeant and Police Corporal assigned to patrol
- Police Officer
- Detective/Detective Sergeant
- Public Safety Dispatch Supervisor/Senior Public Safety Dispatcher/Public Safety Dispatcher I/II
- Community Service Officer
- Animal Control Officer

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- Senior Records Clerk/Police Records Clerk
- Crime Analyst

34.2.2. “Prime Time” is defined as follows:

Memorial Day through Labor Day
Thanksgiving through New Year’s Day
The week prior to and the week after Easter

34.2.3. “Weekday Shift Assignment” is defined as the patrol shift schedule that includes the majority of the patrol workdays occurring during the workweek of Monday through Thursday.

34.2.4. “Weekend Shift Assignment” is defined as the patrol shift schedule that includes the majority of the patrol workdays occurring during the weekend of Saturday and Sunday. Typically Friday is part of the Weekend Shift Assignment, but Fridays may be included in the Weekday Shift Assignment based on the needs of the Department.

34.3. Sign-up Limitations

34.3.1. For all employees except sworn employees assigned to patrol, sign-ups for extended PTO will be limited to one employee per week for each classification.

34.3.2. For sworn employees assigned to patrol, sign-ups for extended PTO will be limited to one employee for each shift assignment for each classification per week, with no more than two patrol officers off for each Weekday Shift Assignment and two officers off for each Weekend Shift Assignment.

34.3.3. Police officers assigned as Corporals and Police Sergeants who are assigned to the same shift or assigned to overlap any portion of an operational period, shall not take simultaneous extended PTO.

34.3.4. A maximum of one Sergeant or one Corporal is allowed off for each Weekday Shift Assignment and for each Weekend Shift Assignment.

34.3.5. Minimum Sign up: One (1) week. Week is defined as Saturday – Friday. However, for sworn officers assigned to patrol on the Weekend Shift Assignment, extended PTO will begin on the Friday of the beginning of their shift assignment for the week chosen.

34.3.6. Maximum Sign up: Two (2) weeks during Prime Time; unlimited outside Prime Time. However, for sworn officers assigned to patrol, the maximum sign up for

each sign up opportunity is one week during Prime Time and two weeks outside of Prime Time.

- 34.4. Cancellation of a leave period scheduled through this procedure must be made and acknowledged in writing thirty (30) days in advance of the beginning date of the leave, excluding emergencies, or with the approval of the Chief of Police or designee. Employees who do not cancel scheduled leaves in this manner will be required to take the leave as scheduled.
- 34.4.1. Cancelled leave periods will be posted within five (5) days of receipt of notice of cancellation for a period of fifteen (15) days to allow other employees to bid for the available period. Eligible employees may bid for the available leave period. The most senior eligible employees will be awarded the leave.
- 34.5. Employees whose scheduled extended PTO (vacation) does not coordinate with their work schedule at the time of the leave may request special consideration for incidental days off.
- 34.6. Changes to Scheduling Procedures – Extended PTO (Vacation)

If the RPOA proposes a different procedure for handling scheduling procedures – extended PTO (vacation) during the term of this MOU, the City agrees to meet and confer with the RPOA on the proposal. If the parties reach impasse, the scheduling procedures – extended PTO (vacation) shall remain the same.

ARTICLE 35. COMPENSATORY TIME OFF

- 35.1. In lieu of receiving overtime pay, an employee may choose to accrue, solely at the employee’s option, Compensatory Time Off (CTO) at the rate of 1.5 times the number of overtime hours worked up to the following limits:
 - Sworn employees: Two hundred fifty (250) hours of converted CTO.
 - Non-sworn employees: Two hundred (200) hours of converted CTO.
- 35.2. Whenever the employee has accumulated the maximum number of CTO hours, all excess CTO hours will be paid as overtime (time and one-half) at the regular rate of pay in the pay period worked.
- 35.3. Employees will schedule CTO in accordance with Article 43, Work Hours and Schedule, and Article 34, Scheduling Procedures – Extended PTO (Vacation).

ARTICLE 36. BEREAVEMENT LEAVE

36.1. Each employee is eligible for up to three (3) shifts of paid bereavement leave for purposes of bereavement and funeral/memorial services following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two (2) shifts shall be allowed to be charged to accrued PTO.

Relatives covered

Spouse	Domestic Partner
Son	Daughter
Father	Mother
Brother	Sister
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

The following step/foster relationships are covered

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the employee at the time of death.

36.2. Notification to City

The employee shall notify his/her supervisor as soon as possible (but no later than the beginning of the next workday) of the occurrence requiring bereavement leave, and if requested by the City, shall provide substantiation to support the request. Such leave must commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section 36.1 above.

36.3. Limitation

The five (5) shift limit will apply to all deaths that occur simultaneously.

ARTICLE 37. FAMILY CARE AND MEDICAL LEAVE

- 37.1. Employees are eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of a child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).
- 37.2. Employees who are in unpaid status during a Family Care and Medical Leave will suffer no break in service for purposes of determining seniority under Article 48, Reduction in Force/Layoff. Employees on Family Care and Medical Leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.
- 37.3. The City reserves the right to transfer an employee who is taking intermittent Family Care and Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing all of the essential functions of the job.
- 37.4. The City may require the employee to utilize all accrued sick leave, PTO, and CTO to cover the period which otherwise would be unpaid. If the employee chooses, they may reserve forty (40) hours of accrued PTO for use upon their return from an extended period of Family Care and Medical Leave.
- 37.4.1. If all other leave is exhausted at the expiration of the Family Care and Medical Leave, an employee may use the reserved PTO for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of six (6) months after his/her return from Family Medical Leave.
- 37.4.2. PTO used for this purpose will be used in increments of no less than two (2) hours.
- 37.4.3. Accrued leave will be coordinated with Disability Benefits in accordance with 33.2.1.5. of Article 33, Paid Time Off Program (PTO).

ARTICLE 38. JURY DUTY

When an employee is summoned for jury service, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the

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City the amount received as juror fees, but shall retain any fees received for mileage reimbursement.

ARTICLE 39. MILITARY LEAVE

Military Leave benefits shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, Sections 394 and 395, and per the Uniformed Services Employment and Reemployment Rights Act (USERRA). Any employee shall be entitled to receive full compensation for up to thirty (30) calendar days of active military duty each year. The City agrees to extend the period for continuation of pay and benefits from one month to twelve months. On the 31st day of active military duty, the City will start integrating with any military pay received by the employee.

For scheduled military training, a copy of the official orders must be submitted to the employee's supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee's supervisor as soon as practical. Weekend drills are not covered under this Article.

ARTICLE 40. MATERNITY LEAVE

40.1. Length of Leave Allowed: The City will provide up to four (4) months unpaid leave to female employees for pregnancy-related disability, in accordance with Government Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA).

40.2. Use of Leave: The employee may use accrued PTO and sick leave, in accordance with the provisions of this MOU, to cover the period of her disability leave which would otherwise be unpaid. Any accrued PTO or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins, except as provided below.

- A. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.
- B. An employee may retain up to forty (40) hours of accrued PTO for use upon her return from maternity leave.

The retained PTO may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

PTO used for this purpose will be used in increments of no less than two (2) hours.

- 40.3. Extension of Leave: An employee may request to use Family Care and Medical Leave to extend her maternity leave as follows:
 - 40.3.1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave per the California Family Rights Acts (CFRA) in accordance with California Government Code Section 12945.2. Bonding leave must be taken in increments of two (2) weeks or more, however on two (2) occasions the employee may take such leave in smaller increments.
 - 40.3.2. An employee who has not recovered from her pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Government Code Section 12945(b)(2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.
 - 40.3.3. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 41, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.
- 40.4. Except where specifically stated in this policy, Maternity Leave will be governed by the terms and conditions of Article 41, Leave of Absence Without Pay.

ARTICLE 41. LEAVE OF ABSENCE WITHOUT PAY

- 41.1. Leave of absence without pay may be granted to any employee at the discretion of the Police Chief or designee for the following purposes:
 - Illness beyond that covered by sick leave.
 - Other personal reasons which do not impair the effectiveness of the City.
 - To be eligible for a leave of absence for personal reasons, an employee must have received a satisfactory performance appraisal and no formal disciplinary actions in the 12 months prior to the request.
 - Terms and conditions of the leave shall be specified in writing.
- 41.2. Duration

Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City

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Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

41.3. Revocation of Leave of Absence

A leave of absence may be revoked by the Police Chief or designee upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

41.4. Return Upon Termination of Leave of Absence

Upon expiration of the leave of absence, the employee shall be returned to his/her former position, if available, or to an equivalent position.

41.5. Non-Qualifying Service

Leave of absence shall not be counted as qualifying service for the purposes of accruing PTO, sick leave, longevity, and merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, and life insurance policies by remitting full monthly premium payments to the City or to the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

41.6. PTO/CTO

All accrued PTO and CTO must be used prior to the effective date of leave of absence without pay.

ARTICLE 42. CATASTROPHIC LEAVE (EFFECTIVE AUGUST 1, 2007)

42.1. Purpose

The purpose of this provision is to establish procedures for the voluntary transfer of leave hours for catastrophic illness or injury.

42.2. Policy

Employees shall be authorized to voluntarily transfer accrued leave hours to another employee. Such transfer of leave hours shall be limited to situations where the recipient of the transfer, by reason of personal or immediate family member (as defined below) catastrophic illness or injury, has exhausted all available leave balances and would otherwise be placed on unpaid leave status.

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All leave transfer requests must be made in writing on City provided forms and are subject to the approval of the Human Resources Manager.

42.3. Procedures

42.3.1. Definitions

42.3.1.1. Catastrophic Illness or Injury: Extreme or severe illness or injury that substantially limits the individual from performing one or more major life activities. The illness or injury may be either permanent or temporary. A catastrophic illness or injury includes a condition which prevents the employee from working more than five (5) consecutive work days. (Leaves exceeding five (5) days may require a doctor's certificate indicating that the employee was unable to work. The doctor may also be required to specify whether the employee can return to work with or without restrictions.)

The illness, injury, or condition must affect the employee or immediate family member. "Immediate family member" for the purposes of catastrophic leave includes spouse, dependent child (age 23 and under), or parent.

42.3.1.2. Leave Type Eligible to Transfer: General leave time only. Employees may not donate sick leave hours.

42.3.1.3. Calculation of Catastrophic Leave Credit: Leave hours shall be transferred on an hour for hour basis regardless of any hourly pay differential between the donor and the recipient.

42.3.2. Conditions For Receiving Donated Leave

42.3.2.1. All employees who have successfully completed their probationary period shall be eligible to request catastrophic leave due to their own serious illness or injury, or serious illness or injury to an immediate family member as defined in subsection 42.3.1.1. above.

42.3.2.2. Eligible employees may request leave donations after all leave (sick, PTO, holiday, etc.) has been, or is expected to be, exhausted.

42.3.2.3. An employee requesting catastrophic leave must receive the approval of the Human Resources Manager. Such leave may be approved up to a maximum of work days in a calendar year.

42.3.2.4. An employee receiving catastrophic leave shall remain on paid status for the purposes of normal payroll deductions (i.e. state and federal taxes, retirement, health and benefit contributions, wage attachments and assignments, etc.).

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42.3.2.5. While using catastrophic leave hours, the employee will continue to accrue all regular benefits like any other employee on paid status. The catastrophic leave shall not constitute a break in service.

42.3.2.6. Upon termination of employment, return to work or death, all unused catastrophic leave hours shall be returned to the City’s Catastrophic Leave Bank. The recipient shall have no claim upon unused catastrophic leave credits.

42.3.2.7. Catastrophic leave shall not be used in conjunction with Workers’ Compensation leave; or light, limited, or restricted duty.

42.3.3. Conditions For Donating Leave Time

42.3.3.1. All employees of the City who have successfully completed their probationary period shall be permitted to donate leave.

42.3.3.2. Employees may donate general leave time. Employees may not donate sick leave

42.3.3.3. Employees donating leave must have a total leave balance (including sick leave) of at least 80 hours after the donation of leave time.

42.3.3.4. Donations are irrevocable.

42.3.3.5. The donation must be for a minimum of eight (8) hours and, thereafter, in whole hour increments.

42.3.3.6. Donors may donate a maximum of 40 hours per calendar year.

42.3.3.7. Donors will have no tax liability on donated hours.

42.4. General Procedures

42.4.1. Solicitations for catastrophic leave hours will be made by the Human Resources Manager once the Human Resources Manager verifies that the requesting employee is eligible to receive catastrophic leave donations. In determining eligibility, the Human Resources Manager shall consider criteria that includes the medical basis for the request, the employee’s leave balances, and whether the employee has been in violation of the City’s sick leave policy in the past.

42.4.2. Once the need for catastrophic leave donations has been verified, the Human Resources Manager shall inform City staff that there is an employee who has

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been approved to receive catastrophic leave donations and the anticipated number of hours needed.

- 42.4.3. Donated hours will be accepted in the order that they are offered up to the anticipated number of hours required. Any excess hours pledged will not be accepted. Should the employee in need not require all pledged hours, those hours accepted but not used will be placed in a catastrophic leave bank to be used for employees needing donations in the future.
- 42.4.4. The Human Resources Division shall account for the donation and disbursement of catastrophic leave hours.
- 42.4.5. Catastrophic leave requests and donations shall be made on forms provided by the City. These forms will be made available in all departments.
- 42.4.6. Questions regarding this policy, procedures, and/or its interpretation shall be determined solely by the Director of Administrative Services or designee.
- 42.5. Confidentiality
- 42.5.1. All employees will respect the privacy rights of an employee experiencing a catastrophic situation.
- 42.5.2. The names of leave donors and recipients shall be kept confidential, except that the recipient may receive the names of the donors if the donor has not requested anonymity.

SECTION V - OTHER TERMS AND CONDITIONS

ARTICLE 43. WORK HOURS AND SCHEDULE

43.1. Workweek

43.1.1. The normal work period of non-sworn employees shall consist of forty (40) hours per work week. The normal work period for sworn employees shall be eighty (80) hours per two week pay period. Notwithstanding the foregoing, the normal work period for sworn employees assigned to patrol with the 12.5 hour patrol schedule shall be in compliance with section 7(k) of the Fair Labor Standards Act (FLSA) 29 United States Code Section 207(k). The specified FLSA 7(k) work period is twenty-eight (28) days.

Except during emergency situations, employees shall be permitted to take two paid 15 minute rest periods during each work shift. Rest periods will not be taken consecutively nor in conjunction with a lunch break, but shall be scheduled approximately midway between the lunch break and the beginning and the end of each shift.

43.1.2. Twelve and One-Half Hour Patrol Schedule

43.1.2.1. Effective at the time of the patrol shift change in January of 2015, the parties agree to implement a four 10 hour patrol shift and a three 12.5 hour patrol shift plan for sworn officers assigned to patrol for the purpose of accomplishing the following agreed upon objectives:

- Reduce overtime costs to the City and lessen burden of extra-hours worked by employees.
- Improve physical fitness among first-responders by creating a shift overlap to allow for a more consistent on-duty exercise/workout consistent with Article 43.2.6.
- Implement a schedule that creates built-in department training on straight-time, without incurring unnecessary overtime costs.
- Enhance Department collaboration and teambuilding.

Both parties recognize that adjustments may be needed from time-to-time to the 12.5 hour patrol shift plan. The parties shall meet and confer prior to implementing any adjustments to the existing 12.5 hour patrol shift plan.

43.1.2.2. Sworn employees assigned 12.5 hour patrol shifts will normally be scheduled three 12.5 hour shifts each week. In addition, such employees will be assigned one additional 10 hour makeup shift for each 28 day FLSA 7(k) work period to maintain 160 hours of pay for each 28 day FLSA 7(k) work period.

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Consistent with existing pay practices, and to provide officers with a regular recurring source of income more frequently than if the pay period is extended to 28 days, the parties agree that the pay periods shall continue at the current 14 day intervals with 80 hours of base pay. The parties agree that in the event an employee leaves employment with the City, the actual hours worked and the actual hours paid will be reconciled. If the employee owes the City for hours already paid, but not worked, the employee will repay the City or use accrued PTO hours or CTO hours for reimbursement to the City.

The City recognizes that employees have traditionally been permitted to work 80 hours every two weeks and thus when assigned to a 12.5 hour patrol shift the patrol officer may suffer a deficit of five hours at straight-time pay were the remaining hours not subsequently made up at straight-time rates. In order for employees to “make-up” for such time, and to permit the City and affected employees to benefit from the ability to have extra regularly scheduled training days, days for special enforcement projects or other extra work as determined by the Chief of Police or designee, an additional 10 hour makeup shift (“10 hour makeup shift”) shall be scheduled within each 28 day FLSA 7(k) work period. The 10 hour makeup shift will be for previous or current pay received at the straight time rate of pay. The 10 hour makeup shift shall be scheduled during a workday in which the officer is not assigned a patrol shift and shall occur within the same 28 day FLSA 7(k) work period.

Patrol officers assigned to the 12.5 hour shift plan will receive overtime pay as defined by Article 1.15.

Sworn officers assigned to the 12.5 hour patrol shift schedule attending a 40 hour school during his or her 37.5 hour work week, may receive 2.5 hours of overtime. Sworn officers assigned to the 12.5 hour patrol shift schedule attending a 40 hour school during his or her 47.5 hour normally scheduled work week are required to use time off in compliance with this MOU for all normally scheduled hours remaining in excess of those worked.

For sworn officers assigned to the 12.5 hour patrol shift, all time off will be recorded as the actual time away from work (including sick time). For example, if an employee is absent for an entire shift, the amount of leave time deducted will be 12.5 hours. If the leave is during the entire 37.5 hour workweek, the amount deducted is 37.5 hours. If the leave is during the entire 47.5 hour workweek, the amount deducted is 47.5 hours. If the time off falls on the scheduled 10 hour makeup shift the amount deducted is 10 hours.

The scheduled 10 hour makeup shifts are mandatory unless time off is approved in advance by the Chief of Police or designee.

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43.2. Work Schedules

43.2.1. Five Eight-Hour Days (5/8)

Non-sworn employees in the classifications of Senior Records Clerk and Police Records Clerk will normally work ten (10) eight (8) hour days per pay period. Pay periods are fourteen (14) consecutive days, beginning on Saturday and ending on Friday. Each eight (8) hour shift shall include one thirty (30) minute meal break for which the employee shall be paid.

43.2.2. Four Ten-Hour Days (4/10)

Non-sworn employees in the classifications of Animal Control Officer, Community Service Officer, Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Evidence/Property Technician, Public Safety Dispatcher I/II, and Police Technical Assets Coordinator, and sworn employees so assigned will work four (4) consecutive ten (10) hour shifts each week. Each ten (10) hour shift shall include one thirty (30) minute meal break for which the employee will be paid.

43.2.3. Twelve (12) Hour or Twelve and One-Half (12.5) Hour Shifts – Patrol Operations

Sworn patrol employees may be assigned to a schedule consisting of a number of twelve (12) hour shifts, or twelve (12) hour and eight (8) hour shifts, or twelve and one-half (12.5) hour and ten (10) hour shifts. The maximum number of regularly scheduled twelve (12) hour shifts or regularly scheduled 12.5 hour shifts within one payroll period shall not exceed seven (7). Each 12 hour or 12.5 hour shift shall include one 40 minute meal break for which the employee is paid.

43.2.4. Specialty Assignment

With mutual agreement between the Police Chief and the employee, an employee may be assigned to a shift which meets the employee's special assignment such as SIU, Investigations, DARE, School Resource Officer, and any other designated special assignment.

43.2.5. Change of Work Hours and Schedules

The RPOA and the City agree that a change in the schedules listed above shall be made using the meet and confer process between the Police Chief and the RPOA. A schedule change shall not take effect until after the meet and confer process between the Police Chief and the RPOA has occurred. However, if the

parties reach impasse, the Police Chief may implement the new schedule. In addition, the Police Chief may change the schedule on a temporary basis if it is to meet an emergency need.

43.2.6. On-Duty Work-Outs (Code 7F)

Members of this unit have the option twice per work-week of utilizing the department gym for purposes of physical fitness in lieu of a meal break. If this option is taken, 15 minutes will be added to their normal meal break time. Employees may exercise this option if workload permits the break as determined by his or her supervisor. The employee may be called away from any paid break in case of an emergency. If the employee requests and receives approval for a Code 7F, it is expected that the employee will engage in a fitness related exercise. Code 7F breaks may be requested any time during the scheduled shift.

For purposes of physical fitness, sworn officers assigned to patrol on a 4-10 or 3-12.5 shift plan have the option of utilizing the department gym each work-day during the first 60 minutes of their assigned shift, unless modified for a specific patrol shift or assignment based on the needs of the department. The 60 minutes allotted includes time for showering and donning of uniform and equipment. Employees shall be prepared for their regular work-duties after the maximum one hour workout time. This workout time will not be in lieu of their normal meal break time. Sworn employees on the 4-10 or 3-12.5 shift plan may request this option if workload permits, as determined by his or her supervisor, and they may be called away in case of an emergency. If the employee requests and receives approval for a Cod 7f, it is expected that the employee will engage in a fitness related exercise.

43.3. Shift Scheduling

43.3.1. Five Eight-Hour Days (5/8) and Four Ten-Hour (4/10) Days Work Schedules

All sworn personnel on a four ten-hour (4/10) work schedule and non-sworn personnel who are assigned to shift work will be assigned to one of the following shifts: day shift, swing shift, relief shift, or graveyard shift.

43.3.2. Twelve (12) Hour or Twelve and One-Half (12.5) Hour Shift Combinations Work Schedule

Sworn personnel assigned to a twelve (12) hour, or a combination twelve (12) hour, eight (8) hour schedule, or combination twelve and one-half (12.5) hour and ten (10) hour makeup schedule, will be assigned to one of the following shifts: day shift, relief shift, or graveyard shift.

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43.3.3. Relief Shifts

The hours of the relief shift will be established in accordance with the needs of the Department. At the discretion of the Chief of Police or his or her designee, if there is no operational need for a relief shift there may not be a relief shift assignment.

43.4. Shift Rotation - Sworn Personnel and Community Service Officers:

43.4.1. The shift bid will be held two (2) times each calendar year.

43.4.2. Shifts will change at the beginning of the pay period, or for sworn officers assigned to the 12.5 hour patrol schedule shifts will change at the beginning of the 28 day FLSA 7(k) work period closest to January 1 in the month of January, and closest to July 1 in the month of July.

43.5. Shift Rotation – Non-Sworn Personnel (Except Community Service Officers):

43.5.1. The shift bid will be held three (3) times each calendar year.

43.5.2. Shifts will change at the beginning of the pay period closest to January 1 in the month of January, at the beginning of the pay period closest to May 1 in the month of May, and at the beginning of the pay period closest to September 1 in the month of September.

43.5.3. Each non-sworn employee must rotate to another shift at least one (1) time within a two (2) year period. This rotation will be mandatory for all classifications whose function must be provided twenty-four (24) hours per day, seven (7) days per week.

43.5.4. In the event there is no available slot for an employee who must change shifts due to mandatory shift rotation, the least senior employee on an appropriate shift who is not on mandatory shift rotation will be bumped and assigned to another shift.

43.6. Shift Selection

43.6.1. Shift selection will be based on the following criteria:

- Seniority as defined below
- Department needs

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- 43.6.2. Seniority is determined by the length of continuous service in current classification. For purposes of shift selection, the specialty assignment of Corporal shall be treated as a separate classification.
- 43.6.3. Each shift sign-up shall be posted sixty (60) days prior to the actual rotation. Employees will sign up by appointment during the first two (2) weeks of the posting. Appointments are scheduled by the Department in order of seniority as defined in 43.6.2. Employees who do not keep their scheduled appointment will be moved to the bottom of the list.
- 43.6.4. Schedules shall be posted a minimum of thirty (30) days in advance of shift rotation.
- 43.6.5. Beginning with the shift rotation in July 2015, the Department will assign probationary employees to shifts that provide for maximum benefit to the employee and the Department. This assignment is in lieu of seniority, as designed in 43.6.2, and determined by the Chief of Police or designee. If a probationary employee concludes probation during a six (6) month rotation, the employee shall be placed in a permanent assignment for the remainder of the shift rotation that best meets the needs of the Department.
- 43.7. Incidental Days Off and Other Shift Modifications
- 43.7.1. All shift schedules shall be posted thirty (30) days in advance of shift rotation. Employees who desire one or more incidental days off that have not been scheduled as vacation or sick leave shall request such time off at least thirty (30) days in advance but no more than sixty (60) days in advance. Employee requests for incidental days off shall be reviewed and returned within ten (10) days. Such requests shall not be unreasonably denied. Incidental time off on Christmas, New Year's Day, Thanksgiving, and Independence Day will be granted only when a voluntary replacement is available.
- 43.7.2. Employees must request and receive approval for any modification of their assigned shift schedule. Employees who request a modification of their assigned shift schedule less than thirty (30) days in advance will be granted the time off at the discretion of the Police Chief or designee.
- 43.7.3. Except in cases of emergency, employees who have requested and received approval for incidental time off within these timelines to observe a holiday shall not have such time off cancelled or adjusted.
- 43.7.4. For purposes of requesting incidental days off, seniority as defined in 43.6.2 will be considered only when more than one request for the same day or days is received on the same date. Requests for incidental days off will be denied if the

same date has previously been requested and approved for another employee in the same classification who is assigned to the same shift.

- 43.7.5. For purposes of efficient operations, the Police Chief may change an employee’s assigned shift, provided the employee is given fourteen (14) days notice of such change, unless such notice is waived by agreement of the employee. The fourteen (14) day notice period will not apply in case of emergency.

ARTICLE 44. OUTSIDE/OFF DUTY EMPLOYMENT

- 44.1. Sworn personnel covered by this MOU who are considering outside/off duty employment that would be subject to Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide Section 4850 benefits from the respective outside employer prior to accepting such outside employment.
- 44.2. No employee shall accept any employment during off-duty hours either within or outside the City unless the proposed employer provides general liability and Workers’ Compensation coverage and the employment will not create a conflict of interest nor be incompatible with employment by the City. Incompatibility of employment includes outside employment that impairs an employee’s ability to perform the duties of his/her City job as required.
- 44.3. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers’ compensation or general liability insurance, but will be expected to fulfill the requirement to show that the self-employment will not create a conflict of interest nor be incompatible with the employment by the City.
- 44.4. Any employee considering outside employment shall file a notice with the Police Chief, who will coordinate with the Human Resources office for a determination concerning conflict of interest, incompatibility of employment, and insurance coverage.

ARTICLE 45. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

Represented employees are subject to the terms of the Drug, Alcohol, and Substance Abuse policy contained herein as Addendum E.

ARTICLE 46. GRIEVANCE PROCEDURE

The purpose of this article is to set forth, simply and clearly, the provisions that shall govern the processing, hearing, and decision on a grievance. This Article supersedes the Grievance procedures section of the City of Rocklin Personnel Rules.

46.1. Process46.1.1. Informal Grievance Process

Within five (5) working days/shifts from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the employee shall orally discuss the grievance with his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The supervisor hearing the grievance shall have five (5) working days/shifts to answer the grievance. The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

46.1.2. Formal Grievance Process

Step 1. If the grievant is not satisfied with the resolution proposed at the informal level, a grievance may be filed with the Division Commander, on a grievance form previously agreed to by the City and the RPOA, within fifteen (15) days of the informal grievance response. The Division Commander shall meet with the grievant and whomever else the Division Commander deems appropriate and respond in writing to the grievant within ten (10) days of receipt of the written grievance.

Step 2. If the grievant is not satisfied with the response of the Division Commander, the decision may be appealed to the Police Chief within ten (10) days of the receipt of the Division Commander's response. The appeal shall contain (1) original written grievance, (2) the Division Commander's response, and (3) a statement explaining why the grievant is not satisfied with the response.

Upon receipt of the appeal, the Police Chief or designee will schedule fact-finding meetings with the grievant and other appropriate parties and respond to the appeal in writing within ten (10) days of receipt of the appeal. If the grievant is not satisfied with the response of the Police Chief, the grievant shall, within ten (10) days of the receipt of the decision, notify the Human Resources Manager in writing of the intent to submit the decision to arbitration.

Step 3. Settlement Meeting. The Human Resources Manager will schedule a meeting with the grievant and any other appropriate personnel to attempt to reach settlement of the grievance. Within ten (10) days of the settlement

meeting, the Human Resources Manager shall provide to grievant a written memorandum of the meeting detailing the conclusions.

Step 4. Advisory Arbitration. If the grievance is not resolved at Step 3, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within thirty (30) days of the receipt of the memorandum from the Human Resources Manager in Step 3 above. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator’s fees and costs shall be borne equally by the parties. The costs of the arbitrator’s transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this Article, the parties shall be considered as the City and the RPOA, or if a grievant is representing himself or herself, the City and the grievant.

The arbitrator shall prepare a written advisory decision, which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator’s decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator’s decision to the appealing party with the City Manager’s decision within ten (10) days of receipt of the arbitrator’s decision.

If the City Manager modifies or rejects the Arbitrator’s decision to the employee’s/grievant’s detriment, the City agrees to pay all costs, to include any attorney’s/representative’s fees of the employee/grievant, associated with the Arbitration process. In such an instance, the City shall pay for all costs of the arbitrator, the court reporter and any transcripts of the proceedings requested by the employee/grievant.

46.2. General Provisions

46.2.1. At all stages in the formal grievance process, a written appeal must contain:

- (1) the original written grievance;
- (2) the supervisor’s response; and
- (3) a statement explaining why the grievant is not satisfied with the response.

- 46.2.2. If a grievant fails to carry his/her grievance or appeal forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.
- 46.2.3. If the City fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Response is deemed given by deposit in the US Mail, postage paid, to the last known address of the grievant or by personal delivery. Proof of service shall be accomplished by certified mail or declaration of personal delivery.
- 46.2.4. The grievant may be represented by a person of his/her choice. The grievant shall be personally present at all stages of the grievance.
- 46.2.5. Time limits may be waived or extended by mutual written consent of the parties.
- 46.2.6. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.
- 46.2.7. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City members. Records of grievance complaints and supporting documents shall be maintained in Human Resources separately from the employee’s personnel files.
- 46.2.8. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to the Human Resources Manager. This notice must be received by the Human Resources Manager within ten (10) days of the employee’s receipt of the most recent decision.

ARTICLE 47. PROBATIONARY PERIOD

- 47.1. Eighteen (18) Month Probation
- 47.1.1. All new hires for the Police Officer classification who do not possess at the minimum a Basic POST certificate shall serve a probationary period of eighteen (18) months.
- 47.1.2. Employees hired as Police Officer Trainees will be included in the bargaining unit as non-sworn personnel. Upon successful completion of the academy, the Police

Officer Trainees will become sworn Police Officers and will begin to serve a probationary period of eighteen (18) months.

47.1.3. An employee’s probationary period may be extended as follows:

- Performance: The Police Chief may extend a probationary period for up to six (6) months.
- Absence: The Police Chief may extend a probationary period due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of two consecutive work weeks. The extension of the probationary period will not exceed the length of the absence.

47.2. Twelve (12) Month Probation

47.2.1. The probationary period for laterals, promotionals, and non-sworn employees shall be one (1) year except that an employee’s probationary period may be extended as follows:

- Performance: The Police Chief may extend a probationary period for up to six (6) months.
- Absence: The Police Chief may extend a probationary period due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of two consecutive work weeks. The extension of the probationary period will not exceed the length of the absence.

ARTICLE 48. REDUCTION IN FORCE/LAYOFF

48.1. The City may undertake a reduction in force for any or all of the following reasons: lack of work; lack of funds; a material change in duties or organization; in the interests of economy; or for other good cause.

48.2. Whenever it is necessary to reduce the number of employees, layoffs shall be made in accordance with the relative seniority of the employee in the class. Layoff shall be by inverse seniority.

48.3. Employees will lose seniority as a result of the following:

- Voluntary termination
- Retirement
- Involuntary termination
- Layoff exceeding twelve (12) months

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- Failure to respond to a re-employment notice, or refusal of a re-employment offer
- Failure to report to work from a layoff within the time limits prescribed by this Article
- Failure to return from military leave within the time limits prescribed by law

48.4. Layoffs shall occur in the following order:

- Temporary Employees
- Part-time Employees, both probationary and permanent
- Full-time Probationary Employees
- Full-time Permanent Employees

48.5. Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the RPOA at the same time as they are sent to the affected employees.

48.6. Employees subject to layoff may bump into a lower class in which they previously held permanent status and are otherwise qualified, provided they have greater seniority in the lower class than the least senior person in the lower class. For the purposes of determining seniority for bumping, service in a higher classification will be counted toward service in the lower class when the employee was directly promoted from the lower class to the higher class. In order to bump into a lower class, the employee must request displacement into the lower class within five (5) work days of the notice of layoff.

48.6.1. Employees who exercise their option to displace into a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.

48.6.2. Employees who displace into a lower class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in that class.

48.7. In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four (24) months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any class where layoffs have taken place will be made until the re-employment list is exhausted.

- 48.8. Laid off employees who are offered and refused re-employment; do not respond to a notice of re-employment; or do not report for work within fourteen (14) calendar days of notice of re-employment shall be removed from the re-employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.
- 48.9. Any employee who is offered re-employment after a layoff must successfully pass a background investigation before returning to work. For employees who have been laid off for six (6) months or more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee’s name from the re-employment list and waiver of all rights to re-employment.

ARTICLE 49. DISCIPLINARY PROCESS

49.1. Disciplinary Process

- A. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn and non-sworn employees will be afforded certain procedural rights, which are specified in the P.O.B.R. Performance appraisal and constructive disciplinary actions, which are designed to assist an employee to improve his/her performance, are excluded from the procedural rights specified in the P.O.B.R.
- B. Grounds for Disciplinary Action-Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee’s record, and may range from verbal counseling to immediate dismissal. Grounds for disciplinary action are listed in section 4-02 (2) in the City of Rocklin Personnel Rules.

49.2. Types of Actions: The normal progressive discipline procedure steps consist of:

- A. Counseling

(i) Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

(ii) Documented Counseling: To communicate to the employee in writing that repeat action may result in more serious discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor’s working file until the employee’s next performance evaluation, where such counseling may be noted and then removed from the supervisor’s file and destroyed. This action is not appealable.

2. Formal Disciplinary Actions

(a) Written Reprimand: A written communication to the employee that an offense has been committed. This action can be appealed to the Police Chief if so requested by the employee. The Police Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee’s personnel file. A written reprimand is not appealable beyond the Police Chief.

(b) Suspension Without Pay, Demotion, or Reduction in Pay: These actions will be documented in writing reflecting prior disciplinary actions; a copy is given to the employee and a copy is kept in the employee’s personnel file. These actions are appealable in accordance with the procedures outlined in Article 49.6.

(c) Dismissal for Cause: The final step in the progressive disciplinary process. This action is appealable in accordance with the procedures outlined in Article 49.6.

49.3. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee’s record, and may range from verbal counseling to immediate dismissal.

49.4. Employees who have completed an initial probationary period shall be disciplined only after appropriate disciplinary proceedings. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

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49.5. Pre-disciplinary Procedures (Skelly Process)

- A. Prior to imposing a suspension without pay, a reduction in pay, demotion, or dismissal, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested. The written notice shall notify the employee of his/her right to request a pre-disciplinary response meeting to respond to the proposed disciplinary action. The notice shall also specify whom the employee should contact to request the Skelly meeting. A request for a Skelly meeting must be made by the employee or his/her representative within ten (10) days of receiving the notice of proposed discipline.
- B. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall be the appropriate City official who was not involved in the underlying events giving rise to the proposed discipline and who is able to maintain their impartiality. In appropriate cases, the City Manager or designee shall designate another City official to conduct the meeting. The Skelly Officer shall schedule the meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for meeting. The Skelly meetings will be conducted informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall make a recommendation to uphold, modify, or overturn the proposed disciplinary action within thirty (30) days of the date of the Skelly meeting.

49.6. Appeal Process: Suspension Without Pay, a Reduction in Pay, Demotion, or Dismissal

- 49.6.1. Once a decision is rendered to impose discipline the employee or the employee's representative may appeal the Police Chief's decision to the City Manager or to Advisory Arbitration. If the employee elects to appeal to the City Manager, the decision of the City Manager following the hearing shall be final. If the employee elects to appeal to advisory arbitration it shall be conducted in accordance with the Grievance Procedure, Article 46.1.2., Step 4. The decision of the City Manager after hearing or after receipt of the advisory arbitrator's decision shall be final.

If the City Manager modifies or rejects the Arbitrator's decision to the employee's/grievant's detriment, the City agrees to pay all costs, to include any attorney's/representative's fees of the employee/grievant, associated with the Arbitration process. In such an instance, the City shall pay for all costs of the

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arbitrator, the court reporter and any transcripts of the proceedings requested by the employee.

- 49.6.2. Appeal Times. An appeal for arbitration must be filed by the employee or his/her representative within thirty (30) days after receipt of the final order of discipline.

ARTICLE 50. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

The Public Safety Officers Procedural Bill of Rights, hereafter referred to as the P.O.B.R., shall apply to all sworn and non-sworn personnel.

SECTION VI – ASSOCIATION RIGHTS**ARTICLE 51. DUES DEDUCTION**

Upon the receipt of a written request and authorization from an employee for deduction of RPOA dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employee and remit the withholdings to the RPOA.

ARTICLE 52. ASSOCIATION TIME

- 52.1. The City shall allow a maximum of two hundred (200) hours per contract year to conduct RPOA business. It is further agreed that the hours allowed are maximum hours, and the RPOA agrees they will use the total hours efficiently in an effort to prevent attaining such maximum hours. The carryover of any surplus hours will not be continued through the expiration of each year of this MOU.
- 52.2. Whenever practicable, the RPOA representative shall notify the Police Chief of designee at least twenty-four (24) hours prior to the use of said time.
- 52.3. Appropriate procedures will be implemented to assure both the City and the RPOA that they have up-to-date information so that in the event there are abuses of this privilege, appropriate action may be immediately taken by the City and the RPOA. In the event special meetings are called by the City or an RPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable RPOA hours. Such release time hours are in addition to reasonable release time provided to RPOA team members for purposes of negotiating a collective bargaining agreement. Negotiations shall be defined to include both actual table time as well as reasonable time for the team to meet privately in advance of actual table sessions with City representatives.

ARTICLE 53. PART TIME EMPLOYEES

It is the intent of the parties to this agreement that the bargaining unit work shall be first assigned to full-time bargaining unit members, except as provided in this Article. In regard to short-notice overtime, overtime shall be offered first to full-time bargaining unit members.

- 53.1. Sworn Part-time Employees
Effective July 1, 2010, there will be no part-time employees serving as sworn officers engaged in RPOA unit work. If the City wishes to employ a part-time sworn officer in a classification covered by the RPOA, such employment will occur only with the mutual agreement of the City and the RPOA.

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- 53.2. Non-sworn Part-time Employees
Absent mutual agreement of the Chief of Police and the RPOA, the City agrees to limit the number of part-time non-sworn employees to a combined total of no more than ten (10) for all non-sworn classifications covered by this MOU. This section does not apply to volunteers, interns, or other unpaid help.
- 53.3. Reserve officers will not be assigned to regular patrol shifts for the purposes of meeting minimum staffing levels. Reserve officers may be assigned to special events and to regular patrol shifts supplemental to RPOA members. The intent of this section is to prevent Reserve officers from being used to replace full-time sworn officers engaged in RPOA member's work.

ARTICLE 54. BULLETIN BOARDS

The City will furnish reasonable bulletin board space at the Police Station for the exclusive use of the RPOA. The bulletin board shall be used by the RPOA only for posting RPOA election materials; official business reports of the RPOA Board of Directors; RPOA news bulletins and meeting notices; information about RPOA membership benefits, programs, and promotional information. Any other materials must be reviewed and approved for posting by the Police Chief or designee prior to posting.

The RPOA shall be responsible for maintaining the bulletin board designated for use by the RPOA in an orderly condition and shall promptly remove outdated materials.

The City reserves the right to remove any posted materials which may be in conflict with the City's responsibility to maintain a workplace free from discrimination or harassment in accordance with federal and state fair employment laws.

ARTICLE 55. EMPLOYEE RIGHTS

The provisions of this MOU shall be applied equally to all employees without favor or discrimination because of race, color, age, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.

ARTICLE 56. SUMMARY OF ITEMS AT IMPASSE

If an impasse is formally declared during the course of any negotiations, each side shall prepare a list of the outstanding items that are to be resolved under the impasse procedure. The lists shall be prepared and exchanged with the other party and submitted to the Employee Relations Officer within seventy-two (72) hours after the declaration of impasse.

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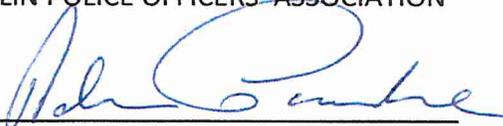
ARTICLE 57. CONTINUATION OF BENEFITS

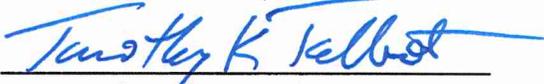
The provisions of this MOU, and provisions outside of this MOU regarding wages, hours, and working conditions that are currently in existence in writing, or are known to exist and which are not changed by this MOU, shall not be revised to adversely affect the employees in this unit during the term of this MOU unless by mutual agreement.

CITY OF ROCKLIN

By: _____
Ricky Horst
City Manager

ROCKLIN POLICE OFFICERS' ASSOCIATION

By: 
Adrian Passadore, RPOA President

By: 
Timothy Talbot, RPOA Business Agent

**ADDENDUM A
CITY OF ROCKLIN
POLICE SALARY SCHEDULE A
(Annual Salary)
Effective March 3, 2018**

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Sergeant	SP 1	98,343	103,260	108,423	113,844	119,536	125,513
Police Officer	SP 2	79,991	83,991	88,191	92,601	97,231	102,093
Public Safety Dispatch Supervisor	NSP0	69,798	73,288	76,952	80,800	84,840	89,082
Crime Analyst	NSP1	67,647	71,029	74,580	78,309	82,224	86,335
Senior Public Safety Dispatcher	NSP2	64,928	68,174	71,583	75,162	78,920	82,866
Community Service Officer	NSP3	60,399	63,419	66,590	69,920	73,416	77,087
Police Com. Program Coordinator							
Police Records Supervisor							
Police Technical Assets Coordinator							
Public Safety Dispatcher II							
Senior Records Clerk	NSP4	57,731	60,618	63,649	66,831	70,173	73,682
Evidence/Property Technician	NSP5	56,337	59,154	62,112	65,218	68,479	71,903
Public Safety Dispatcher I	NSP6	52,253	54,866	57,609	60,489	63,513	66,689
Animal Control Officer							
Police Records Clerk	NSP7	49,764	52,252	54,865	57,608	60,488	63,512
Police Officer Trainee	NSP7	49,764					

**ADDENDUM A
CITY OF ROCKLIN
POLICE SALARY SCHEDULE A
(Annual Salary)
Effective January 19, 2019**

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Sergeant	SP 1	100,310	105,326	110,592	116,122	121,928	128,024
Police Officer	SP 2	81,591	85,671	89,955	94,453	99,176	104,135
Public Safety Dispatch Supervisor	NSP0	71,194	74,754	78,492	82,417	86,538	90,865
Crime Analyst	NSP1	69,000	72,450	76,073	79,877	83,871	88,065
Senior Public Safety Dispatcher	NSP2	66,227	69,538	73,015	76,666	80,499	84,524
Community Service Officer	NSP3	61,607	64,687	67,921	71,317	74,883	78,627
Police Com. Program Coordinator							
Police Records Supervisor							
Police Technical Assets Coordinator							
Public Safety Dispatcher II							
Senior Records Clerk	NSP4	58,886	61,830	64,922	68,168	71,576	75,155
Evidence/Property Technician	NSP5	57,464	60,337	63,354	66,522	69,848	73,340
Public Safety Dispatcher I	NSP6	53,298	55,963	58,761	61,699	64,784	68,023
Animal Control Officer							
Police Records Clerk	NSP7	50,759	53,297	55,962	58,760	61,698	64,783
Police Officer Trainee	NSP7	50,759					

**ADDENDUM A
CITY OF ROCKLIN
POLICE SALARY SCHEDULE A
(Annual Salary)
Effective February 1, 2020**

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Sergeant	SP 1	103,319	108,485	113,909	119,604	125,584	131,863
Police Officer	SP 2	84,039	88,241	92,653	97,286	102,150	107,258
Public Safety Dispatch Supervisor	NSP0	72,618	76,249	80,061	84,064	88,267	92,680
Crime Analyst	NSP1	70,380	73,899	77,594	81,474	85,548	89,825
Senior Public Safety Dispatcher	NSP2	67,552	70,930	74,477	78,201	82,111	86,217
Community Service Officer	NSP3	62,839	65,981	69,280	72,744	76,381	80,200
Police Com. Program Coordinator							
Police Records Supervisor							
Police Technical Assets Coordinator							
Public Safety Dispatcher II							
Senior Records Clerk	NSP4	60,064	63,067	66,220	69,531	73,008	76,658
Evidence/Property Technician	NSP5	58,613	61,544	64,621	67,852	71,245	74,807
Public Safety Dispatcher I	NSP6	54,364	57,082	59,936	62,933	66,080	69,384
Animal Control Officer							
Police Records Clerk	NSP7	51,774	54,363	57,081	59,935	62,932	66,079
Police Officer Trainee	NSP7	51,774					

**ADDENDUM B
CITY OF ROCKLIN
POLICE SALARY SCHEDULE B
(Annual Salary)
Effective March 3, 2018**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Sergeant	SP 1	98,343	100,802	103,322	105,905	108,553	111,267	114,049	116,900	119,823	122,819	125,889	129,036	132,262	135,569
Police Officer	SP 2	79,991	81,991	84,041	86,142	88,296	90,503	92,766	95,085	97,462	99,899	102,396	104,956	107,580	110,270
Public Safety Dispatch Supervisor	NSP0	69,798	71,543	73,332	75,165	77,044	78,970	80,944	82,968	85,042	87,168	89,347	91,581	93,871	96,218
Crime Analyst	NSP1	67,647	69,338	71,071	72,848	74,669	76,536	78,449	80,410	82,420	84,481	86,593	88,758	90,977	93,251
Senior Public Safety Dispatcher	NSP2	64,928	66,551	68,215	69,920	71,668	73,460	75,297	77,179	79,108	81,086	83,113	85,191	87,321	89,504
Community Service Officer Police Com. Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	60,399	61,909	63,457	65,043	66,669	68,336	70,044	71,795	73,590	75,430	77,316	79,249	81,230	83,261
Senior Records Clerk	NSP4	57,731	59,174	60,653	62,169	63,723	65,316	66,949	68,623	70,339	72,097	73,899	75,746	77,640	79,581
Evidence/Property Technician	NSP5	56,337	57,745	59,189	60,669	62,186	63,741	65,335	66,968	68,642	70,358	72,117	73,920	75,768	77,662
Public Safety Dispatcher I Animal Control Officer	NSP6	52,253	53,559	54,898	56,270	57,677	59,119	60,597	62,112	63,665	65,257	66,888	68,560	70,274	72,031
Police Records Clerk	NSP7	49,764	51,008	52,283	53,590	54,930	56,303	57,711	59,154	60,633	62,149	63,703	65,296	66,928	68,600
Police Officer Trainee	NSP7	49,764													

**ADDENDUM B
CITY OF ROCKLIN
POLICE SALARY SCHEDULE B
(Annual Salary)
Effective January 19, 2019**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Sergeant	SP 1	100,310	102,818	105,388	108,023	110,724	113,492	116,329	119,237	122,218	125,273	128,405	131,615	134,905	138,278
Police Officer	SP 2	81,591	83,631	85,722	87,865	90,062	92,314	94,622	96,988	99,413	101,898	104,445	107,056	109,732	112,475
Public Safety Dispatch Supervisor	NSP0	71,194	72,974	74,798	76,668	78,585	80,550	82,564	84,628	86,744	88,913	91,136	93,414	95,749	98,143
Crime Analyst	NSP1	69,000	70,725	72,493	74,305	76,163	78,067	80,019	82,019	84,069	86,171	88,325	90,533	92,796	95,116
Senior Public Safety Dispatcher	NSP2	66,227	67,883	69,580	71,320	73,103	74,931	76,804	78,724	80,692	82,709	84,777	86,896	89,068	91,295
Community Service Officer Police Com. Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	61,607	63,147	64,726	66,344	68,003	69,703	71,446	73,232	75,063	76,940	78,864	80,836	82,857	84,928
Senior Records Clerk	NSP4	58,886	60,358	61,867	63,414	64,999	66,624	68,290	69,997	71,747	73,541	75,380	77,265	79,197	81,177
Evidence/Property Technician	NSP5	57,464	58,901	60,374	61,883	63,430	65,016	66,641	68,307	70,015	71,765	73,559	75,398	77,283	79,215
Public Safety Dispatcher I Animal Control Officer	NSP6	53,298	54,630	55,996	57,396	58,831	60,302	61,810	63,355	64,939	66,562	68,226	69,932	71,680	73,472
Police Records Clerk	NSP7	50,759	52,028	53,329	54,662	56,029	57,430	58,866	60,338	61,846	63,392	64,977	66,601	68,266	69,889
Police Officer Trainee	NSP7	50,759													

**ADDENDUM B
CITY OF ROCKLIN
POLICE SALARY SCHEDULE B
(Annual Salary)
Effective February 1, 2020**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Sergeant	SP 1	103,319	105,902	108,550	111,264	114,046	116,897	119,819	122,814	125,884	129,031	132,257	135,563	138,952	142,426
Police Officer	SP 2	84,039	86,140	88,294	90,501	92,764	95,083	97,460	99,897	102,394	104,954	107,578	110,267	113,024	115,850
Public Safety Dispatch Supervisor	NSP0	72,618	74,433	76,294	78,201	80,156	82,160	84,214	86,319	88,477	90,689	92,956	95,280	97,662	100,104
Crime Analyst	NSP1	70,380	72,140	73,944	75,793	77,688	79,630	81,621	83,662	85,754	87,898	90,095	92,347	94,656	97,022
Senior Public Safety Dispatcher	NSP2	67,552	69,241	70,972	72,746	74,565	76,429	78,340	80,299	82,306	84,364	86,473	88,635	90,851	93,122
Community Service Officer Police Com. Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	62,839	64,410	66,020	67,671	69,363	71,097	72,874	74,696	76,563	78,477	80,439	82,450	84,511	86,624
Senior Records Clerk	NSP4	60,064	61,566	63,105	64,683	66,300	67,958	69,657	71,398	73,183	75,013	76,888	78,810	80,780	82,800
Evidence/Property Technician	NSP5	58,613	60,078	61,580	63,120	64,698	66,315	67,973	69,672	71,414	73,199	75,029	76,905	78,828	80,799
Public Safety Dispatcher I Animal Control Officer	NSP6	54,364	55,723	57,116	58,544	60,008	61,508	63,046	64,622	66,238	67,894	69,591	71,331	73,114	74,942
Police Records Clerk	NSP7	51,774	53,068	54,395	55,755	57,149	58,578	60,042	61,543	63,082	64,659	66,275	67,932	69,630	71,369
Police Officer Trainee	NSP7	51,774													

ADDENDUM C**POLICE SERVICE DOG HANDLER AGREEMENT**

Terms and Conditions

1. K-9 Officers will be compensated for twenty (20) minutes each day of off-duty time caring for the dog. Officers will be compensated for this time at time and one-half of the employee's hourly rate for three hundred sixty-five (365) days per year.
 - a. Dog care time shall not be considered time worked for purposes of overtime under the labor agreement.
 - b. To the extent required by law, dog care time shall be included in determining the Fair Labor Standards Act (FLSA) "hours worked" for the twenty-eight (28) day FLSA work period, and the pay for such dog care hours shall be computed in accordance with the FLSA.
2. The City will purchase and own the police service dog, and will provide food for the dog consistent with veterinary dietary recommendations.
3. The handler will be responsible for the care, maintenance, supervision, control, and training of the assigned police service dog.
4. The City will provide and pay for authorized veterinary care of the police service dog at the City's discretion. Initial emergency lifesaving care is authorized pending receipt of administrative approval or denial of further treatment. If the City determines that no further care is authorized due to the nature of the injury, the City may, at the discretion of the handler, release all interest in the police service dog to the handler, who shall then assume responsibility for all additional veterinary care. During annual vacation periods, City will board dog at an appropriate qualified kennel.
5. The City will provide all necessary equipment used for the care and training of the police service dog except permanent improvement to the handler's residential property.
6. Upon request of the handler, the City will provide a portable kennel of appropriate size up to and including twelve (12) feet by six (6) feet. The handler will have the right to purchase the portable kennel from the City based on a depreciation rate of 20% per year. Handler will have an option to purchase the kennel upon completion of dog handler assignment.
7. The handler will have the right to purchase their assigned police service dog from the City based on a depreciation rate of 20% per year of service. Any purchase agreement will only be considered upon release of the police service dog from service with the City.

8. The City will provide a twenty-four (24) hour retention (take home) vehicle for police service dog transportation to and from work and for other related employment travel. Handlers shall maintain the vehicle in a clean and presentable condition.

Transportation of the police service dog to and from work on regular duty days is not considered duty time and is, therefore, not compensable. Transportation of the animal in response to an emergency callback will be compensated in accordance with the callback provisions of this MOU.

9. The handler will assume liability for damage to the real and personal property of the handler for all of the normal wear and tear and damage associated with the police service dog.

10. The handler shall make all reasonable effort in the off-duty care, supervision, control, and containment of the police service dog to prevent liability for damage or injury to third parties or the property of third parties by the police service dog.

ADDENDUM D**TRAINING AND TRAVEL**

1. If an employee travels by common carrier during work hours, they are in paid status for the regular work day and corresponding hours during non-work days. They are not eligible for overtime unless the hours go beyond the limits in this MOU.
2. If an employee is required to drive to a training site outside of normal work hours, the driver is in paid status while driving; passengers are not. Overtime would apply if the hours go beyond the limits in this MOU.
3. For single day training, employees are in paid status during travel to and from the training site. The same limits on overtime would apply.
4. The City reserves the right to change an employee's schedule to meet the training schedule.
5. The City will continue its current practice:
 - a. Employees will stay on their regular work schedules during training unless requested by the Police Chief to change their schedule to meet the training schedule.
 - b. For employees on ten (10) hour days who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, two (2) hours PTO or CTO. If a class extends to five (5) days, the fifth day will be paid as overtime.
 - c. For employees on twelve (12) hour days or twelve and one-half (12.5) hour days who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, and four (4) hours or four and one-half (4.5) hours PTO or CTO. If a class extends beyond the employee's regular scheduled work days compensable hours will be paid as overtime.

ADDENDUM E**DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY****I. Purpose**

A. It is the policy of the City to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

B. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules or interferes in the employee's job performance.

C. This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to eliminate the use or possession of alcohol, illegal drugs, misuse of prescription drugs, or any other substance which could impair an employee's ability to safely and effectively perform the functions of the job and any other substance abuse which increases the potential for accidents, absenteeism, and/or substandard performance, or damage to the City's reputation.

D. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

E. In recognition of the public service responsibilities entrusted to the employees of the City, and the fact that drug and alcohol abuse can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City.

II. Policy

A. It is the City's policy that no employee shall:

1. Report to work under the influence of alcohol or drugs;
2. Be under the influence of alcohol or drugs while subject to duty;
3. Possess drugs or alcohol while on duty or in uniform;
4. Sell, distribute, or provide alcohol and/or drugs to any employee or person while on duty or while subject to duty;
5. Have their ability to work impaired as a result of the use of alcohol or drugs.

B. In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this policy. Employees who violate any of the conditions listed in 1 – 5 above or whose job performance is impaired by off-the-job substance abuse will be considered "abusers."

C. Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. However, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

D. The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and Federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time providing the employee is notified or if the employee is present or if the employee gives consent.

E. When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any areas of joint control as described above, reasonable notice will be provided to the affected employee. At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers shall be conducted by Department Heads or Mid-Managers.

F. The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

G. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

H. Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, or briefcase.

I. Refusal to submit immediately to an alcohol and/or drug analysis when requested by City supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

J. Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be requested to make arrangements for transportation or allow the City to transport the employee home. Employees who refuse to arrange for alternate transportation or accept City transportation and chose to drive a motor vehicle while reasonably believed to be under the influence will be reported to the City of Rocklin Police Department as a potential danger to the community.

K. The City is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled or handicapped under Federal and/or state law.

L. The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or EAP counselor for additional information.

M. Any City employee convicted of criminal drug statute violations (including a plea of nolo contendere) occurring in the work place must notify the City of the conviction within five (5) days after the conviction. This notification to the City will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

N. The City shall notify Federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

O. The City shall establish and maintain a drug-free awareness program to inform City employees about:

1. The dangers of substance abuse in the workplace
2. The City's policy of maintaining a substance abuse-free workplace
3. The availability of substance abuse counseling, rehabilitation, and employee assistance programs

4. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace

III. Application

A. This policy applies to all employees in the Police Officer's Association bargaining unit. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

B. In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in this MOU.

IV. Employee Responsibility

An employee must:

A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

B. Not possess or use alcohol or impairing drugs (illegal drugs or misuse of legally prescribed drugs) during work hours or while on breaks, during meal periods or at any time while on City property or in uniform. Employees who are not at work, or not on compensated-on-call, may be on City public property without being subject to this provision.

C. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee is on duty and/or on City grounds, or subject to being called for duty.

D. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

E. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs which may interfere with the safe and effective performance of duties or operation of City equipment.

F. Provide, within 24 hours of request or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

G. Notify the City of any criminal drug statute conviction for a violation occurring in the work place no later than five days after such conviction.

V. Management Responsibilities and Guidelines

A. Supervisory employees are responsible for reasonable enforcement of this policy.

B. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an employee is under the influence of drugs or alcohol on the job or on compensated-on-call. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;
2. Alcohol odor on breath;
3. Unsteady walking and movement;
4. Physical altercation;
5. Verbal altercation;
6. Unusual behavior;
7. Possession of alcohol or drugs or drug paraphernalia;
8. Difficulty responding to simple questions such as time of day, location, etc.;
9. Difficulty performing simple tasks such as counting, touching nose, etc.;
10. An accident involving motorized equipment.

C. If the employee does not report directly to the supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol on the job or on compensated-on-call, he/she shall consult with the employee's immediate supervisor, or another supervisor when the immediate supervisor is unavailable, prior to requesting a drug and/or alcohol test. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

D. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of the City's Alcohol and Drug Policy. Where there is reasonable suspicion that the employee is under the

influence of alcohol or drugs, the supervisory employee should detain the employee for a reasonable time until the employee can be safely transported home.

E. No supervisory employee shall request an employee to submit to a drug and/or alcohol analysis until they have successfully completed a drug and alcohol awareness training program.

VI. Physical Examination and Procedure

A. The drug and/or alcohol analysis may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

B. The laboratory will screen urine samples with the EMIT procedure. Gas chromatography/mass spectrophotometry (GC/MS) will be used for confirming positives found in the screening process. If a more effective screening process is developed during the term of this MOU, the City may elect to use the alternative methodology.

C. After consulting with expert staff of the laboratory or laboratories selected to perform the testing, the City shall ensure that the test cutoff levels conform to the National Institute on Drug Abuse (NIDA) standards.

D. The drug and/or alcohol test will be administered by a facility which is licensed and certified by the California Department of Health Services, Laboratory Field Service and comply with the scientific and technical guidelines for Federal Drug Testing Programs and the standards of the Alcohol, Drug Abuse, and Mental Health Administration of the U.S. Department of Health and Human Services.

E. The City shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process to its final disposition.

F. Drug tests shall be performed by a laboratory selected based on its meeting standards that are the same or at least comparable in scope and rigor, as those used by the National Institute on Drug Abuse to certify laboratories engaged in urine drug testing for Federal agencies.

VII. Employee Rights

A. Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after

the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

B. The sample collection process shall include the opportunity for the employee to provide information to the technician securing the sample about factors other than illegal drug use (such as taking legally prescribed medications) that could cause a positive test result.

C. The employee shall receive a full copy of any confirmed positive test results.

D. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice. If the retested sample proves to be negative and in conflict with the first test, the City shall reimburse the employee for all costs associated with retesting of the sample.

VIII. Results Of Drug and/or Alcohol Analysis

A. Existing Employees, Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

2. If the drug screen is positive, the employee must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor that he/she is taking a substance (prescribed or over-the-counter) that is likely to impair the employee's ability to perform his/her duties, the employee will be subject to disciplinary action, up to and including discharge.

3. If an alcohol or drug test is confirmed positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable and pertinent discipline procedures.

IX. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential file that will be kept securely under the control of the Human Resources Manager. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when:

1. The information is compelled by law or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between the employer and employee;
3. The information is to be used in administering an employee benefit plan;
4. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

X. Police Officer Exemption

1. This policy is modified to exclude from testing and disciplinary provisions the authorized handling of drugs and/or use of alcohol by police officers in the performance of their duties. Sworn personnel in the Police Department who are found to be abusers (as defined in this policy) of alcohol and/or prescription drugs will be subject to the provisions of the policy.

2. This policy is further modified to acknowledge the requirement that police officers must not engage in any illegal activities. Sworn personnel in the Police Department who are found to be voluntary users or in possession of illegal drugs not in the approved performance of their duties may be subject to discipline, up to and including dismissal.



BACK TO AGENDA

City Council Report

Subject: Request to reduce the riparian setback on Sunset West Lot 30 (APN 365-020-030) and extend escrow closing to June 27, 2018 (120 days) and grant the City Manager the authority to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress.

Submitted by: Marc Mondell, Director
Troy Holt, Director of Business and Neighborhood Services

Date: February 27, 2018

Department: Economic and Community Development

Staff Recommendation:

- Approve Brentwood Developments' request to reduce the riparian setback on Sunset West Lot 30 (APN 365-020-030) to 20' from top of bank, and require Brentwood Developments to restore natural vegetation from the structures to the bank to prohibit future erosion and in support of habitat.
- Approve extension of escrow closing to June 27, 2018 (120 days) and grant the City Manager the authority to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress.

BACKGROUND:

On June 13, 2017, the City Council authorized the City Manager to sign a Purchase and Sale Agreement for the parcel on Sunset West Lot 30 - West Oaks Blvd near Kathy Lund Park, APN 365-020-030.



Site Location

After the City Council’s action on June 13, 2017, Brentwood Developments began its due diligence and design phases. The attached site plan shows that six (6) of the proposed twenty (20) townhomes will be located within 20 feet from the top of the bank that borders the riparian boundary (current General Plan policy). City General Plan Action Step OCRA-11 requires protection (e.g., a non-disturbance buffer with limited exceptions) for lands located within 50 feet from the top of bank of all perennial and intermittent streams and creeks providing natural drainage. The boundary of the buffer area is also to include any associated riparian habitat (whichever distance is greater). Based upon a site visit conducted on January 12, 2018 with City staff, the project engineer and project biologist, it was determined that the riparian boundary was actually closer to the existing flowline of the creek than the top of bank; therefore, application of Action Step OCRA-11 (e.g., the establishment of the buffer) in this location would be measured from the top of bank plus 50 feet. Brentwood Developments has requested that the City Council authorize a reduction from 50 feet to 20 feet. Also attached is a rendering for the project.

The City has already created prior disturbance within the creek buffer area over several years through grading that was conducted when the park site was originally completed, allowing the area to be used for construction equipment staging right up to the edge of the bank including hard packing gravel to the same extents. Therefore, there is no longer a natural vegetation or riparian habitat beyond the top of bank.



Site Location

In order to proceed with the project, Brentwood should be required to restore natural vegetation from the structures to the bank to prohibit future erosion and in support of habitat.

Although strict application of the City's creek setback action step may not eliminate all economically viable use of the property, it would certainly curtail development density on the site by directly affecting six (6) units of the 20 they are proposing (e.g., cause a 30% reduction in the anticipated yield).

According to Brentwood Developments' assessment, the fiscal impact of the reduction of units will make the project financially infeasible.

The City Council has broad authority in interpreting General Plan policies, because the General Plan reflects a range of competing interests and the City Council must be allowed to weigh and balance the Plan's policies when applying them. Therefore, literal and precise compliance with every policy in the General Plan is not legally required. Each decision requires some factual determinations and a balancing of many land use policies.

The City has made a setback exception previously. In 2002, the Granite Business Center (now the library) was exempted from the requirement. The following are comments from the June 4, 2002 Staff Report:

"To protect creeks and drainage ways an open space designation is normally applied to all lands located within 50 feet of the edge of back of all perennial and intermittent streams and creeks and to areas of riparian habitat. The intent of this provision is to provide a buffer area to protect the drainage and riparian habitat corridor. In this specific instance, due to the undergrounding of the creek and the steep rocky banks or the pond and out-flow channel, the only riparian vegetation on the site is confined to an extremely narrow and intermittent strip immediately adjacent to the normal water line. The project as proposed will result in a landscaped buffer area around the pond and drainage channel that should be of equal or superior protective value to what exist now. Given the above, especially the lack of any significant riparian vegetation, staff does not believe that imposition of the 50-foot buffer would, in this instance, serve the intent of the policy. In addition, the 50-foot buffer area combined with the 100-year flood plain would severely restrict the site's development potential. Given the above, the 50-foot buffer has not been included as a requirement of the project.

The Brentwood Developments project on West Oaks will be referred out to all review parties to include the California Department of Fish and Game and the Army Corps of Engineers for review and comments. Such was the case for the Granite Business Center as well. Neither entity had issue with the finding.

Extension of escrow closing to June 27, 2018 (120 days).

The Purchase and Sale Agreement between the City and Brentwood Developments called for the property to close on December 3, 2017, or "such other date as the parties hereto mutually agree in writing." Brentwood Developments has been working diligently toward the closing of escrow; however, in order to work through the riparian and any other unanticipated issues, the developer needs an extension to June 27, 2018 (120 days). Additionally, it is requested that the City Council grant the City Manager the authority to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:**Findings:**

1. The City Council has broad authority in interpreting General Plan policies, because the General Plan reflects a range of competing interests and the City Council must be allowed to weigh and balance the Plan's policies when applying them.
2. Literal and precise compliance with every policy in the General Plan is not legally required. Each decision requires some factual determinations and a balancing of many land use policies.
3. The original intent of General Plan Action Step OCRA-11 was to provide adequate protection for creeks including the associated riparian habitat which has the highest resource and habitat values.
4. The setback is intended to provide opportunities for animal movement to occur from one riparian environment to another. The West Oaks site has already been graded and disturbed when the park was built.
5. The City's Environmental Coordinator has reviewed and concurs with the request to reduce the setback to 20 feet.
6. There is no riparian vegetation within the boundary between the top of bank and the 50 foot area. The riparian area is actually confined down slope closer to the creek channel.
7. The parcel is irregularly shaped making development layouts in general more challenging.
8. If allowed by resource agencies, the channel area could be enhanced with additional native plantings creating a better quality of habitat within that area.

Conclusions:

- No adverse environmental concerns will result in approval of the request to reduce the setback to 20 feet.
- An extension of escrow closing to June 27, 2018 (120 days) is reasonable to allow for working through the riparian and any other unanticipated issues.

Recommendations:

- Approve Brentwood Developments' request to reduce the riparian setback on Sunset West Lot 30 (APN 365-020-030) to 20' from top of bank, and require Brentwood Development to restore natural vegetation from the structures to the bank as allowed by resource agencies to prohibit future erosion and in support of habitat.
- Approve extension of escrow closing to June 27, 2018 (120 days) and grant the City Manager the authority to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress.

Alternatives:

- Do not authorize the request to reduce the City's general plan riparian policy to 20 feet setback from top of bank
- Do not authorize the extension of 120 days (June 27, 2018), or grant the City Manager the authority to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress.

Fiscal Impact:

- Should the development not proceed, the City will not receive approximately \$480,000 that was intended for public investment. The City will also not receive permit fees and ongoing property tax that would be generated from moving the property from public to private ownership.

Ricky A. Horst, City Manager
Reviewed for Content

Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachments:

- Brentwood Developments' Site Plan for Sunset West Lot 30 (APN 365-020-030)
- Brentwood Developments' Rendering for Sunset West Lot 30 (APN 365-020-030)

WEST OAKS BLVD



Attachment 2: Brentwood Developments Elevation for Townhomes on Sunset West Lot 30 (APN 365-020-030)





BACK TO AGENDA

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN

APPROVING BRENTWOOD DEVELOPMENTS' REQUEST TO REDUCE THE RIPARIAN SETBACK ON SUNSET WEST LOT 30 (APN 365-020-030) TO 20 FEET FROM TOP OF BANK, AND REQUIRE BRENTWOOD DEVELOPMENTS TO RESTORE NATURAL VEGETATION FROM THE STRUCTURES TO THE BANK TO PROHIBIT FUTURE EROSION AND IN SUPPORT OF HABITAT.

WHEREAS, on June 13, 2017, the City Council authorized the City Manager to sign a Purchase and Sale Agreement with Brentwood Developments for the parcel on Sunset West Lot 30 - West Oaks Blvd near Kathy Lund Park, APN 365-020-030; and

WHEREAS, Brentwood Developments began its due diligence and design phases for a proposed twenty (20) townhomes; and

WHEREAS, City General Plan Action Step OCRA-11 requires protection (e.g., a non-disturbance buffer with limited exceptions) for lands located within 50 feet from the top of bank of all perennial and intermittent streams and creeks providing natural drainage; and

WHEREAS, six (6) of the proposed twenty (20) townhomes will be located within 20 feet from the top of the bank that borders the riparian boundary; and

WHEREAS, Brentwood Developments has requested a reduction in the riparian setback on Sunset West Lot 30 (APN 365-020-030) to 20 feet from top of bank; and

WHEREAS, the City has already created prior disturbance within the creek buffer area over several years through grading that was conducted when the Kathy Lund Park site was originally completed, allowing the area to be used for construction equipment staging right up to the edge of the bank including hard packing gravel to the same extents; and

WHEREAS, there is no longer a natural vegetation or riparian habitat beyond the top of bank; and

WHEREAS, if the project moves forward, Brentwood would be required to restore natural vegetation from the structures to the bank to prohibit future erosion and in support of habitat; and

NOW THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Approve Brentwood Developments' request to reduce the riparian setback on Sunset West Lot 30 (APN 365-020-030) to 20 feet from top of bank, and require Brentwood Developments to restore natural vegetation from the structures to the bank to prohibit future erosion and in support of habitat.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

RESOLUTION NO. 2018-
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN

APPROVING BRENTWOOD DEVELOPMENTS' REQUEST TO EXTEND ESCROW CLOSING TO JUNE 27, 2018 (120 DAYS) ON SUNSET WEST LOT 30 - WEST OAKS BLVD NEAR KATHY LUND PARK (APN 365-020-030) AND GRANT THE CITY MANAGER THE AUTHORITY TO EXTEND ESCROW CLOSING AN ADDITIONAL 90 DAYS (SEPTEMBER 25, 2018) IF THE DEVELOPER IS MAKING STEADY PROGRESS

WHEREAS, on June 13, 2017, the City Council authorized the City Manager to sign a Purchase and Sale Agreement with Brentwood Developments for the parcel on Sunset West Lot 30 - West Oaks Blvd near Kathy Lund Park, APN 365-020-030; and

WHEREAS, the Purchase and Sale Agreement between the City and Brentwood Developments called for the property to close on December 3, 2017, or "such other date as the parties hereto mutually agree in writing"; and

WHEREAS, Brentwood Developments has encountered issues such as a riparian border matter that has delayed the design process; and

WHEREAS, Brentwood Developments has been working diligently toward the design for a proposed twenty (20) townhomes, along with closing of escrow; however, in order to work through the riparian and any other unanticipated issues, Brentwood Developments needs an extension to June 27, 2018 (120 days); and

WHEREAS, the granting of authority to the City Manager to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress will facilitate project completion.

NOW THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Approve Brentwood Developments' request for an extension of escrow closing to June 27, 2018 (120 days) and grant the City Manager the authority to extend escrow closing an additional 90 days (September 25, 2018) if the developer is making steady progress.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: Code Enforcement Ordinance

Submitted by: Steven Rudolph, City Attorney
 Marc Mondell, Director of Economic & Community Development
 Troy Holt, Director of Business & Neighborhood Services

Date: February 27, 2018

Staff Recommendation: Introduce an ordinance, waive the full reading and read by title only an ordinance of the City Council of the City of Rocklin repealing Chapter 1.12; repealing and re-enacting Chapters 1.08 and 1.14; renumbering Chapter 1.16 as Chapter 1.22; enacting Chapters 1.16 and 1.18; amending sections 8.04.030 and 15.04.080; amending subsections 5.04.050(B), 5.30.050(A), 9.42.050(A), 12.04.200(E), 17.08.130(H), and 17.08.134(C); and repealing sections 8.04.040-8.04.200 of the Rocklin Municipal Code regarding Code Enforcement (the “Code Enforcement Ordinance”)

DISCUSSION

The majority of the code enforcement provisions set forth in the Rocklin Municipal Code (“RMC”) were adopted between 1978 and 1999.¹ A restructuring and updating of the City’s code enforcement ordinances is proposed in order to develop a more efficient and comprehensive code enforcement program.

Basically, code enforcement programs include four main components:

1. **General Code enforcement authority.** These provisions will now be found in *Chapter 1.08, Enforcement of the Rocklin Municipal Code and Other Applicable Laws*. The proposed new Chapter 1.08 provides a thorough overview of general code enforcement authorization and procedures for enforcing the RMC. Any violation of the RMC is declared a public nuisance, which streamlines judicial enforcement proceedings. Cost and fee recovery related to code enforcement efforts is authorized by this chapter.
2. **Administrative enforcement procedures.** The proposed new *Chapter 1.14, Administrative Violations and Administrative Enforcement Procedures* governs administrative enforcement of the RMC and provides a more comprehensive administrative citation process, including a cumulative remedy provision, and provisions for assessment of penalties and sanctions. In addition, the hearing procedures has been set forth in more detail, and have been revised to reflect that the hearing officer’s decision is final and there is no option to appeal that decision to the City Council.

¹ *Chapter 1.08 General Penalty* was last updated in 1990. *Chapter 1.12 Arrest and Citation* was last updated in 1978, and *Chapter 1.14 Administrative Citations* was last updated in 1999.

-
3. **Civil enforcement procedures.** The proposed new ***Chapter 1.16, Additional Remedies***, includes abatement and abatement lien procedures. The lien provisions in the new chapter conform to a recent court decision which found that penalties may not be placed on code enforcement liens.
 4. **Criminal enforcement procedures.** Proposed new ***Chapter 1.18, Criminal Penalties***, provides more robust criminal enforcement authorization. While it is unlikely that these provisions will be used, due to the difficulty of prosecuting criminal municipal code violations, it is prudent to include the provisions in the event they are needed.

If the proposed ordinance is adopted, the following sections and subsections will require amendments to references found in those sections: 5.04.050(B), 5.30.050(A), 8.04.030, 9.42.050(A), 12.04.200(E), 15.04.080, 17.08.130(H), and 17.08.134(C). Additionally, existing ***Chapter 1.16, City Seal and Authorized Logo and Insignia***, has been renumbered as ***Chapter 1.22***.

FINANCIAL IMPACT

There is no financial impact relating to the adoption of the proposed ordinance. However, it is anticipated that the enhanced code enforcement procedures will lead to an increase in citation revenue due to more comprehensive code enforcement procedures; and a reduction in city expense for nuisance abatement due to improved cost recovery provisions.

ALTERNATIVES

1. Provide further direction to staff.
2. Choose not to update the current code enforcement ordinances.



Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachments:

Exhibit A – Proposed Code Enforcement Ordinance

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING CHAPTER 1.12; REPEALING AND RE-ENACTING CHAPTERS 1.08 AND 1.14; RENUMBERING CHAPTER 1.16 as Chapter 1.22; ENACTING CHAPTERS 1.16 AND 1.18; AMENDING SECTIONS 8.04.030 AND 15.04.080; AMENDING SUBSECTIONS 5.04.050(B), 5.30.050(A), 9.42.050(A), 12.04.200(E), 17.08.130(H), AND 17.08.134(C); AND REPEALING SECTIONS 8.04.040-8.04.200 OF THE ROCKLIN MUNICIPAL CODE REGARDING CODE ENFORCEMENT

The City Council of the City of Rocklin does ordain as follows:

Section 1. Purpose. The purpose of this ordinance is to improve the City of Rocklin's ("City") code enforcement regulatory framework, to improve efficiency and the effectiveness of the City's efforts to abate Municipal Code violations, and to maximize the recovery of the costs of such abatement as authorized by law.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Repeal. Chapter 1.12 of Title 1 of the Rocklin Municipal Code is hereby repealed.

Section 4. Repeal and Re-Enact. Chapter 1.08 of Title 1 of the Rocklin Municipal Code is hereby repealed and re-enacted to read as follows:

Chapter 1.08 – Enforcement of the Rocklin Municipal Code and Other Applicable Laws

Sections:

- 1.08.010 Purpose and intent.
- 1.08.020 Definitions.
- 1.08.030 Public nuisance.
- 1.08.035 Cost and fee recovery.
- 1.08.040 Procedures for enforcement.

1.08.010 Purpose and intent.

The city of Rocklin hereby adopts the procedures and remedies set forth in this title for the enforcement of the Rocklin Municipal Code and Uniform Codes adopted by the city. The purpose of Chapters 1.08 through 1.18 is:

- A. To provide standards for the enforcement of the Rocklin Municipal Code and other applicable laws;
- B. To establish administrative sanctions for violations of the Rocklin Municipal Code and other applicable laws as an alternative to criminal or civil enforcement penalties;
- C. To establish a hierarchy of administrative sanctions and a prescribed method for enforcement through administrative hearings consistent with constitutional protections;
- D. To provide for administrative abatement to remedy code violations and to provide for the recovery of costs incurred in administrative abatement as allowed for by state law; and
- E. To provide for judicial review of final administrative orders or decisions made pursuant to this title in accordance with the procedures set forth in Code of Civil Procedure sections 1094.5 and 1094.6.

Nothing in this chapter is intended to abridge or modify the authority of the city manager or other designated person to enforce the Rocklin Municipal Code through criminal or civil penalties where such remedies are designated by ordinance as appropriate.

1.08.020 Definitions.

For the purpose of this chapter, certain words and phrases used in this chapter are defined as follows:

- A. "Administrative citation" means the notice issued by the enforcement authority of an alleged infringement of the Rocklin Municipal Code or other applicable laws.
- B. "Administrative penalty" means the penalties set forth in this chapter for violation of the Rocklin Municipal Code or other applicable laws.
- C. "Administrative sanctions" means the sanctions set forth in this chapter for violation of the Rocklin Municipal Code or other applicable laws.
- D. "Administrative violation" means any infringement or alleged infringement of the Rocklin Municipal Code or other applicable laws for which enforcement is to be handled through the administrative procedures established in this title.

E. "Applicable laws" means any provisions of the Rocklin Municipal Code, any Uniform Code adopted by the city of Rocklin, design standards adopted by the city of Rocklin, conditions imposed on any entitlement or environmental document issued or approved by the city of Rocklin, and those state laws enforced by the city of Rocklin which also have been designated by ordinance for enforcement pursuant to the procedures established in this title.

F. "Citizen complaint" means a report of an alleged violation of the Rocklin Municipal Code or other applicable laws by any person or entity. "Citizen complaint" means and includes a complaint by a city official or city employee only to the extent such official or employee is able to demonstrate a direct effect on his/her person or property as a result of the alleged violation.

G. "Design standards" means written design standards, design guidelines or development standards that may be adopted by resolution or ordinance from time to time by the city council and/or planning commission, or that may be adopted as part of the conditions of approval on any project, that govern development of land within the city and that are on file with the city clerk.

H. "Enforcement authority" means the city manager or designated department head, building official, code enforcement officer, or public official charged with responsibility for enforcement under this title.

I. "Entitlement" means any project approval issued by the city council, the planning commission, or any other committee, commission, or department as allowed for under procedures established by the Rocklin Municipal Code.

J. "Mediation" means a meeting held between the enforcement authority and a responsible person under the supervision of an impartial third party to informally resolve issues relating to alleged violations of the Rocklin Municipal Code or other applicable laws.

K. "Notice of violation" means a notice issued by the enforcement authority for required action to achieve compliance with the Rocklin Municipal Code or other applicable laws.

L. "Reasonable time(s)" for purposes of right of entry for inspection under Section 1.14.027 means between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, inclusive, unless otherwise required by: (1) an emergency impacting the safety or preservation of life or property; or (2) the fact that the alleged violation of the Rocklin Municipal Code or other applicable laws only occurs at some other hour or on a weekend.

M. "Responsible person" means any person or entity charged with or found to have violated the Rocklin Municipal Code or other applicable laws. "Responsible person" includes the parents and/or legal guardian of any person under the age of 18 who is charged with a violation of the Rocklin Municipal Code or other applicable laws.

N. “Stop order” means a written order issued by the enforcement authority or his/her designee that any and all work on a project, improvement or other development must cease on the terms and conditions set forth in the order.

O. “Uniform Codes” means those codes that have been adopted and amended from time to time by ordinance by the Rocklin city council, as set forth in Rocklin Municipal Code section 15.04.010.

1.08.030 Public nuisance.

Any violation of any ordinance of the Rocklin Municipal Code, of any provision of any Uniform Codes adopted by the city, or of any design standards is declared to be a public nuisance, subject to redress as provided for in this title.

1.08.035 Cost and fee recovery.

Any person violating any provision of this code resulting in the city filing an administrative, civil action, or special proceeding to obtain code compliance or remedy, such violation shall be liable for the costs of such matter, including, but not limited to, costs of investigation, abatement, court costs, and costs of monitoring compliance. In addition, in any administrative, civil, or special proceeding to abate an administrative violation, the city may, at the initiation of the proceeding, seek an award of attorney's fees. If the city seeks an award of attorney's fees, the award shall be made to the prevailing party. Provided, however, that no award may be made to a prevailing party that exceeds the amount of reasonable attorney's fees incurred by the city in the action or proceeding.

1.08.040 Procedures for enforcement.

The city of Rocklin shall enforce the provisions of the Rocklin Municipal Code or other applicable laws through any of the following procedures:

- A. Administrative action concerning an administrative violation as provided for in Chapter 1.14;
- B. Criminal action prosecuted in the name of the people of the state of California when a criminal violation is expressly provided for by ordinance;
- C. Civil action instituted by the city attorney in the name of the city of Rocklin; or
- D. Abatement as authorized by Chapter 1.16.

Section 5. Repeal and Re-Enact. Chapter 1.14 of Title 1 of the Rocklin Municipal Code regarding Administrative Citations is hereby repealed and re-enacted as follows:

Chapter 1.14 – Administrative Violations and Administrative Enforcement Procedures

Sections:

Article I. Administrative Violations

- 1.14.010 Designation of administrative violations.
- 1.14.011 Administrative enforcement is not an exclusive remedy.

Article II. Administrative Enforcement Procedures

- 1.14.020 Responsibility and authority.
- 1.14.021 Purpose of enforcement.
- 1.14.022 Notice of violation and/or stop order.
- 1.14.023 Administrative citation.
- 1.14.024 Administrative penalties.
- 1.14.025 Sanctions for administrative violations.
- 1.14.026 Standards for imposition of administrative sanctions.
- 1.14.027 Right of entry for inspection.
- 1.14.028 Informal attempts to encourage compliance.
- 1.14.029 Service of notices.
- 1.14.030 Responsibility of parent(s) and/or legal guardian.

Article III. Hearings

- 1.14.040 Right to a hearing.
- 1.14.041 Preservation of status quo pending hearing.
- 1.14.042 Request for hearing and fee—Notice of denial of hearing based on untimely appeal.
- 1.14.043 Meeting with enforcement authority.

- 1.14.044 Timely hearing.
- 1.14.045 Notice of time and place of hearing.
- 1.14.046 Hearing officer.
- 1.14.047 Ex parte communications.
- 1.14.048 Rights of the parties.
- 1.14.049 Hearing procedure.
- 1.14.050 Oath.
- 1.14.051 Quantum and burden of proof.
- 1.14.052 Rules of evidence.
- 1.14.053 Subpoenas.
- 1.14.054 Written decision.

Article IV. Judicial Review

- 1.14.060 Final administrative decision.
- 1.14.061 Judicial review.
- 1.14.062 Review standard.

Article V. Enforcement of Monetary Sanctions

- 1.14.070 When monetary sanctions are due.
- 1.14.071 Place for payment of monetary sanction.
- 1.14.072 Failure to pay a monetary sanction.

Article I. Administrative Violations

1.14.010 Designation of administrative violations.

A. The following shall be designated as administrative violations and shall be subject to enforcement pursuant to the provisions of this chapter:

- 1. All violations of the Rocklin Municipal Code, unless otherwise excepted by ordinance;

- 2. All violations of Uniform Codes adopted by the city of Rocklin;
- 3. All violations of design standards adopted by the city council and/or the planning commission and on file with the city clerk;
- 4. All violations of conditions imposed on any entitlement, permit, contract, or environmental document issued or approved by the city of Rocklin;
- 5. All violations of state laws enforced by the city of Rocklin that have been designated for enforcement through this chapter by ordinance.

B. An administrative violation may only be adjudicated pursuant to the administrative enforcement procedures established in Sections 1.14.020 through 1.14.054 of this chapter. Each responsible person shall have the right to request an administrative hearing and subsequent judicial review pursuant to the procedures established in Code of Civil Procedure sections 1094.5 and 1094.6 before the city will take action to collect any administrative penalty.

1.14.011 Administrative enforcement is not an exclusive remedy.

The remedies and penalties provided by this chapter are cumulative to each other and to the remedies and penalties available under other sections of this code or under other laws. Nothing in this chapter is intended to limit or prohibit the enforcement of the Rocklin Municipal Code or other applicable laws through civil or criminal process.

Article II. Administrative Enforcement Procedures

1.14.020 Responsibility and authority.

The city manager shall have overall responsibility and authority to enforce the provisions of the Rocklin Municipal Code or other applicable laws. The city manager may delegate to appropriate subordinates the authority to enforce any of the provisions of the Rocklin Municipal Code.

1.14.021 Purpose of enforcement.

The purpose of administrative enforcement is to obtain fair and uniform compliance with the provisions of the Rocklin Municipal Code and other applicable laws.

1.14.022 Notice of violation and/or stop order.

Whenever a violation is discovered which can be corrected and the responsible person has not been issued a notice of violation or administrative citation for the same violation within the past twelve months, the enforcement authority shall issue a notice of violation in order to notify the responsible person of the violation and to order that the violation be corrected

within a reasonable time. Unless a different time period is specifically set forth in the Rocklin Municipal Code, a responsible person shall be given a reasonable time to correct any violation based upon the facts and circumstances. The notice of violation shall be in writing and shall set forth the facts that constitute the violation, the specific provisions of the law which have been violated, the specific acts required to correct the violation, the time allowed to correct the violation, and the rights to appeal the notice of violation. If the violation is related to a permit, license or other city approval of a project, the notice of violation may be accompanied by a stop order which orders the responsible person to immediately stop any and all work on the project that is subject to the permit, license or approval until the violation is corrected. The notice of violation shall be served in accordance with the provisions of Section 1.14.029.

1.14.023 Administrative citation.

An administrative citation may be issued under any of the following circumstances:

- A. When the violation cannot be corrected;
- B. When the violation can be corrected, a notice of violation has been served, and the specified time has passed without adequate correction of the violation;
- C. When a stop order has been issued and has not been complied with by the responsible person;
- D. When the same violation has been committed by the same responsible person within the past 12 months and a notice of violation or administrative citation has been served on the responsible person within that same 12 month period.

The administrative citation shall be in writing and shall set forth the facts constituting the violation, the specific provisions of the law which have been violated, the proposed sanctions for the violation as specified in Section 1.14.025 of this chapter, and the rights that the responsible person has to appeal the administrative citation. The administrative citation shall be served as provided in Section 1.14.029.

1.14.024 Administrative penalties.

- A. Except as otherwise provided herein or as established by law, administrative citations, excluding accruing interest, shall not be assessed at more than one hundred thousand dollars (\$100,000.00) cumulatively per calendar year for an individual parcel or separate structure thereon for any related series of violations. The citation amount for a single violation shall not exceed one hundred dollars (\$100.00) for the first citation, two hundred fifty dollars (\$250.00) for the second citation, and five hundred dollars (\$500.00) for all subsequent citations for any related series of violations occurring within a 12 month period. Each day a

violation continues beyond the correction deadline specified in the administrative citation constitutes a separate and distinct violation.

B. The issuance of administrative citations shall cease when all violations are wholly and permanently corrected.

C. Administrative citations shall be issued in accordance with the following factors:

1. The duration and frequency of recurrence of the violation;
2. The detrimental effects of the violation on the occupants of the property and the surrounding neighborhood and the community at large;
3. The history of compliance efforts by the responsible person to correct the violation wholly and permanently;
4. The viability of the administrative citation to effect abatement of the violation wholly and permanently;
5. Other factors that serve justice.

D. Administrative penalties, as authorized under this section, shall be assessed in addition to any applicable charges, fees, abatement costs, and interest, as established in the master fee schedule of the city.

E. At the time of issuance of an administrative citation pursuant to Section 1.14.023, the enforcement authority shall evaluate in writing the criteria set forth in Section 1.14.026 to determine the appropriate sanction and shall provide written notice to the responsible person of the proposed sanction and the reasons therefor as required by Section 1.14.023.

F. Where multiple violations have occurred or are occurring, each violation of the Rocklin Municipal Code or other applicable laws shall be subject to a separate sanction.

G. The enforcement authority shall have no power or discretion to void any administrative citation until after a meeting with the enforcement authority’s supervisor. If a citation is voided, the enforcement authority shall provide written justification for such action to the city manager.

1.14.025 Sanctions for administrative violations.

Any one or more of the following sanctions shall be available to redress infringement of the Rocklin Municipal Code or applicable laws.

- A. Revocation and/or suspension of licenses or permits, conditional use permits or other entitlements issued by the city of Rocklin;
- B. The placement of requirements for corrective action on permits, licenses or entitlements issued by the city of Rocklin as a condition to avoid revocation of the permit, license or entitlement;
- C. Monetary penalties as set forth in Section 1.14.024 of this chapter;
- D. Costs as set forth in Section 1.08.035 of Chapter 1.08.
- E. The issuance of a compliance order setting forth corrective action;
- G. Requiring a responsible person to post a performance bond, irrevocable letter of credit or other adequate security to ensure compliance with the Rocklin Municipal Code or other applicable laws.

1.14.026 Standards for imposition of administrative sanctions.

The following factors shall be considered in determining the appropriate sanctions for any administrative violation:

- A. The knowledge or intent of the person/entity found to have violated the Rocklin Municipal Code or other applicable laws;
- B. A final determination of prior violations of the Rocklin Municipal Code or other applicable laws within 12 months of the date of the violation. Violations of a similar nature shall be given additional weight in evaluating the appropriate sanctions as provided for in Section 1.14.024(C);
- C. Efforts by the person/entity found to have violated the Rocklin Municipal Code or other applicable laws to take remedial action upon notice of a violation;
- D. Any financial gain realized by a responsible person as a result of an administrative violation;
- E. The extent to which the violation undermines the purpose of the ordinance violated;
- F. The number of other violations existing at the time of the issuance of the administrative citation;
- G. The costs incurred for remedial action taken by the enforcement authority;

- H. The degree and permanence of harm to health, safety and/or the environment caused by the violation, including, but not limited to, any loss of life to person or animal;
- I. The amount it would have cost the responsible person to comply with the law;
- J. Where the violation consists of failure to obtain a permit or license, the financial cost to obtain a permit or license prior to engaging in the conduct that is the subject of the administrative violation. The amount of any sanction imposed for failure to obtain a license or permit shall be no less than one and one-half times the cost of obtaining such license or permit.

1.14.027 Right of entry for inspection.

- A. Whenever necessary to make an inspection to enforce the Rocklin Municipal Code or other applicable laws, or whenever there is reasonable cause to believe there exists a violation of the Rocklin Municipal Code or other applicable laws in any building or upon any premises within the jurisdiction of the city, any authorized official of the city may, upon presentation of proper credentials, enter such building or premises at all reasonable times (as that phrase is defined in Section 1.08.020(L) of this title) to inspect the same or to perform any duty imposed by the Rocklin Municipal Code or other applicable laws.
- B. Except in emergency situations or when consent of the owner and/or occupant of the building or premises to be inspected has been obtained, the city official shall give the owner and/or occupant, if he/she can be located after reasonable effort, 24 hours' written notice of the authorized official's intention to inspect through a notice of intention to inspect. The notice of intention to inspect shall state that the property owner and/or occupant has the right to refuse entry and, that in the event such entry is refused, inspection may be made only upon issuance of an administrative warrant or search warrant as allowed by law by a duly authorized judge.
- C. The written notice of intention to inspect shall be served by certified mail, return receipt requested. Where the authorized official intends to inspect within the next 24-hour period, the written notice shall be hand delivered. The notice of intention to inspect may be left with any person above the age of 18 who identifies himself/herself as an occupant, tenant or owner of the premises. If no one is at the premises at the time of delivery, the notice of intention to inspect shall be posted in two conspicuous places on the premises.
- D. Prior to entering the premises, the authorized official conducting the inspection shall ascertain from the owner and/or occupant whether the notice of intention to inspect has been received and shall obtain permission for entry. Unless an emergency situation exists, if the owner and/or occupant refuses entry after such a request has been made, or if no actual

contact is made with the owner and/or occupant prior to the attempt to enter, the official must seek assistance from any court of competent jurisdiction in obtaining such entry.

1.14.028 Informal attempts to encourage compliance.

Nothing in this chapter shall be interpreted to preclude an enforcement authority from informally encouraging citizens to comply with the Rocklin Municipal Code or other applicable laws. Informal oral or written requests to encourage compliance are encouraged as are attempts to informally negotiate or mediate issues relating to compliance.

1.14.029 Service of notices.

Any notices required under this chapter except a notice of intention to inspect pursuant to Section 1.14.027 shall be served by personal delivery to the responsible person or by certified mail, return receipt requested, to the last known address of the responsible person. If the responsible person is not present for personal delivery, if certified mail is refused, or if the location of a responsible person cannot be determined after diligent efforts, notices may be posted in a conspicuous place on the affected property for a period of ten calendar days and by mailing first class to the last known address. If such mailing is not returned to the City within seven days, such notice will be deemed received. When there is no affected property, such alternative service shall be accomplished by publication of any notices in a newspaper of general circulation that is most likely to give actual notice to the responsible person two times in a ten-day period and by mailing first class to the last known address.

1.14.030 Responsibility of parent(s) and/or legal guardian.

Whenever the responsible person is a person under the age of 18, the enforcement authority shall provide copies of all notices and orders specified in this title to the parent(s) and/or legal guardian. Any administrative sanctions levied under this chapter may be levied against the juvenile and the parent(s) and/or legal guardian of the juvenile. The parent(s) and/or legal guardian shall have the right to a hearing and judicial review as set forth in this chapter. In addition to any other defenses that may be raised to the administrative violation, the parent(s) or legal guardian may raise a defense that the parent(s) or legal guardian have exercised good faith efforts to control the behavior of the minor but have been unsuccessful in achieving such control.

Article III. Hearings**1.14.040 Right to a hearing.**

Any person issued a notice of violation or stop order, and who wishes to contest the violation or stop order may request a hearing by filing a request for hearing within ten calendar days of the date of the service of the notice of violation or stop order.

Any person issued an administrative citation, and who wishes to contest the violation or the proposed sanction may request a hearing by filing a request for hearing within 30 calendar days of the date of the service of the administrative citation.

1.14.041 Preservation of status quo pending hearing.

Any stop order issued pursuant to Section 1.14.022 shall remain in effect until the time of the hearing and any subsequent judicial review. Any additional compliance obligations that may be imposed as the result of a notice to correct, stop order or administrative citation shall also be stayed if a timely request for hearing is filed and until a final decision after the hearing is completed unless an emergency situation affecting the safety or preservation of life or property exists. The enforcement authority shall provide written justification for invoking an emergency situation exception under this section to the responsible person within 24 hours of taking action to correct the emergency situation.

1.14.042 Request for hearing and fee—Notice of denial of hearing based on untimely appeal.

The request for hearing shall be filed with the city clerk on a form provided by the city clerk and shall include reference to the notice which is being appealed, shall state all of the grounds for the appeal, and shall be accompanied by payment of: (1) an advance deposit of the fine set forth in the citation; or (2) if no sanctions are issued, a hearing fee which may be established by resolution of the city council. The city clerk shall not accept any request for hearing unless it is accompanied by the required advance deposit for the fine, unless a hardship waiver has been granted by the city manager or his or her designee. If the city clerk determines that the request for a hearing is untimely, the city clerk shall advise the responsible person of that determination in writing and shall mail a notice of denial of hearing based on untimely appeal to the responsible person by first class mail. The responsible person shall then have the right to judicial review of that determination as provided for in Sections 1.14.060 through 1.14.062 of this chapter. Upon a showing of good cause for the delay in filing a request for hearing, the city clerk may refer the issue of the right to an appeal to an administrative hearing officer pursuant to the procedures set forth in this chapter. The hearing officer shall determine whether there

was good cause for the delay in filing the request for hearing before proceeding to the merits of the appeal.

1.14.043 Meeting with enforcement authority.

Persons issued a notice of violation or administrative citation under this chapter are encouraged to meet with the enforcement authority and/or the appropriate department head or his/her designee prior to requesting a hearing to seek resolution of the matter. Such a meeting may be requested before or after the request of hearing is filed, but a request for the meeting shall not extend the time for filing the request for hearing.

1.14.044 Timely hearing.

The hearing shall be held within 45 calendar days of the filing of a request for hearing unless both parties agree to a postponement of the hearing or the hearing officer rules that there is good cause to postpone the hearing. After the hearing has started, it may be continued with the consent of all parties or upon a showing of good cause for such continuance.

1.14.045 Notice of time and place of hearing.

The city clerk shall mail by first class mail to all parties written notice of the time and place of the hearing at least ten calendar days prior to the date set for the hearing. Such notice shall also include a description of the rights of the parties in the hearing. Hearings shall be conducted in the city.

1.14.046 Hearing officer.

The city manager or his or her designee shall appoint an impartial hearing officer for each hearing, who may not be an employee of the city. The person appointed to conduct the hearing shall not have had any personal involvement in the case to be heard.

1.14.047 Ex parte communications.

The hearing officer shall have no communications with any party, any city employee or official, or any potential witness concerning the substance of the case. Having such communications outside the presence of a party may be grounds for disqualification of the hearing officer from conducting the hearing. All communications concerning the case between the hearing officer and any person shall be revealed to the parties in the matter.

1.14.048 Rights of the parties.

The parties to a hearing shall have the following rights:

- A. Timely and adequate notice of the time and place of the hearing, their rights during the hearing, and the issues that are to be the subject of the hearing;
- B. The right to present evidence and witnesses;
- C. The right to present argument;
- D. The right to be represented. The representative need not be an attorney;
- E. The right to open disclosure of all evidence presented to the hearing officer in the case, subject to redaction of information regarding complainants;
- F. The right to confront and cross-examine adverse witnesses;
- G. The right to subpoena witnesses or documents;
- H. The right to a decision based upon the evidence in the record of the hearing;
- I. The right to an impartial hearing officer;
- J. The right to a written decision setting forth the reasons for the decision and the evidence relied upon.

1.14.049 Hearing procedure.

The hearing shall be informal and the hearing officer will have an affirmative obligation to seek the truth concerning the issues at the hearing. The hearing officer may ask questions of any witness and may establish the procedure for the presentation of evidence. The hearing officer may, on his or her own motion, call or subpoena a witness. The hearing officer may order the exclusion of a witness during the testimony of other witnesses.

1.14.050 Oath.

All testimony shall be given under oath. Hearing officers have the authority to administer such oaths.

1.14.051 Quantum and burden of proof.

All facts must be established by a preponderance of the evidence. The enforcement authority will have the burden to prove that a violation occurred and that the proposed sanction is appropriate. The enforcement authority shall be required to present its case first.

1.14.052 Rules of evidence.

The rules of evidence adopted by state or federal law shall not apply. All relevant evidence shall be admissible and hearsay evidence may be used for the purpose of supplementing and explaining other evidence.

1.14.053 Subpoenas.

The hearing officer shall have the authority to issue subpoenas (order to appear and give testimony) and subpoenas duces tecum (order to produce document(s) or paper(s)). The hearing officer may only issue subpoenas and subpoenas duces tecum upon a showing of reasonable necessity by the requesting party.

1.14.054 Written decision.

The hearing officer shall prepare and forward to the parties a written decision within 30 calendar days of the close of the hearing. The decision shall be mailed by first class mail. If the hearing officer grants the appeal, the hearing officer shall have the discretion to order the refund of the fee charged to the responsible person for the appeal.

Article IV. Judicial Review**1.14.060 Final administrative decision.**

The decision of the hearing officer shall constitute the final administrative decision and shall not be appealable to the city council or any committee or commission of the city.

1.14.061 Judicial review.

Appeal shall be through judicial review of the final administrative decision by filing a petition for a writ of mandate with the Superior Court in accordance with the provisions of Sections 1094.5 and 1094.6 of the California Code of Civil Procedure. Such writs must be filed within 90 calendar days from the date of the final administrative decision.

1.14.062 Review standard.

The court may not change the findings of fact of the hearing officer unless there is no substantial evidence to support those findings.

Article V. Enforcement of Monetary Sanctions

1.14.070 When monetary sanctions are due.

Monetary sanctions levied against a responsible person are due at the following times:

- A. If a request for hearing is not filed in relation to the administrative citation, the monetary sanction set out in the notice shall be due and payable ten calendar days after service of the administrative citation.
- B. If a request for hearing is filed within the time limits proscribed by Section 1.14.040 and there is no appeal of the hearing decision to the court pursuant to Section 1.14.061, the monetary sanction shall be due and payable 90 calendar days after the date of a hearing decision, an order by the hearing officer dismissing the request for hearing, or the date the hearing request is withdrawn by the responsible party. The amount of sanction payable shall be the amount set by the hearing officer in a decision after hearing, or the amount set forth in the administrative citation if there is no hearing decision.
- C. If there is judicial review of the hearing decision pursuant to Section 1.14.061, the monetary sanction shall be due and payable 30 calendar days after the date of the final court order in relation to that review. The amount due shall be the amount ordered by the hearing officer unless a court modifies the amount of monetary sanction.

1.14.071 Place for payment of monetary sanctions.

All monetary sanctions shall be paid to the city as specified in the Administrative Citation, the decision of the hearing officer, or the court decision. All payments shall be accompanied by a copy of the administrative citation, or the decision of the hearing officer or the court decision establishing the amount of the monetary sanction. The finance department shall prepare a receipt documenting the payment of the monetary sanction and shall forward one copy of the receipt to the enforcement authority and one copy of the receipt to the city clerk. The city clerk shall thereafter verify that the sanction has been paid in full. If the sanction has been paid in full, the city clerk shall so note in the records pertaining to the administrative violation. If the sanction has not been paid in full, the city clerk shall notify the enforcement authority and responsible person in writing.

1.14.072 Failure to pay a monetary sanction.

If the responsible party does not pay the monetary sanction within the times provided under Section 1.14.070, or if the responsible party fails to pay the required monetary sanction in full within the times provided under Section 1.14.070, any unpaid portion shall bear interest at the

rate of ten percent per annum from the date such payment was due until paid in full and the city may take any of the following actions to collect the monetary sanction.

A. Liens. The amount of unpaid costs, excluding penalties, plus interest plus a reasonable administrative fee established by the city council from time to time to cover the cost of collection constitutes and may be declared a lien on any real property owned by the responsible party within the city.

1. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be served in the same manner as a summons in a civil action pursuant to Article 3, (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure.

2. The lien shall attach when the city manager or his/her designee records a lien listing delinquent unpaid sanctions with the Placer County recorder’s office. The lien shall specify the amount of the lien, the date of the code violation(s), the date of the final administrative decision, the street address, legal description, and assessor’s parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

3. In the event that the lien is discharged, released or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (A)(1) of this section shall be recorded by the city clerk.

B. Special Assessments. The amount of the unpaid costs, excluding penalties, plus interest plus a reasonable administrative fee established by the city council from time to time to cover the cost of collection may be declared a special assessment against any real property owned by the responsible person within the city to the extent the responsible person owns more than one parcel within the city. The city council may impose the special assessment on more than one parcel. However, the amount of the assessment shall not exceed the penalty imposed for the administrative violation. The city manager or his/her designee may present a resolution to the city council to declare a special assessment, and upon passage and adoption thereof, shall cause a certified copy thereof to be recorded with the Placer County recorder’s office. The assessment may then be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subjected to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

C. Withholding Entitlements. The city may withhold issuance of licenses, permits, and other entitlements to a responsible person until payment is received.

D. Civil Action Authorized. The city may commence civil action to recover unpaid costs, or penalties.

E. Other Enforcement Procedures. The city may take such other actions as are allowed for enforcement of a civil judgment as provided for pursuant to the Enforcement of Judgments Law, California Code of Civil Procedure section 680.010, et seq.

Section 6. Renumber Chapter 1.16. Chapter 1.16 of Title 1 of the Rocklin Municipal Code, City Seal and Authorized Logo and Insignia, is hereby renumbered as Chapter 1.22.

Section 7. Enact Chapter 1.16. Chapter 1.16 of Title 1 of the Rocklin Municipal Code is hereby enacted as follows:

Chapter 1.16 – Additional Remedies

Sections:

1.16.010 Abatement by city.

1.16.020 Procedure for creation of nuisance abatement lien.

1.16.030 Treble damages for subsequent abatement judgments.

1.16.010 Abatement by city.

Pursuant to California Government Code section 38773, the city may abate any nuisance at the expense of the persons creating, causing, committing or maintaining the nuisance and any and all expenses of abatement, including reasonable attorney’s fees incurred, shall constitute a lien against the property on which the nuisance is maintained and such debt becomes a personal obligation against the property owner.

1.16.020 Procedure for creation of nuisance abatement lien.

A. Notice Requirement. Whenever a responsible person refuses to abate a nuisance and the owner or person occupying the property refuses to consent to abatement by the city, the enforcement authority shall serve a written notice to abate such nuisance upon the owner of the property (as shown on the last equalized assessment roll or the supplemental roll, whichever is most current), and on any persons known to be possessing such property.

B. Contents of Notice. The notice shall include the following information:

1. The street address, legal description or other description sufficient to identify the affected property;

2. A statement that the property owner and/or person in possession of the property has a reasonable period of time from the date of the notice to voluntarily abate the nuisance. The time period for correction shall be determined by the enforcement authority;

3. A statement that the property owner and/or person in possession of the property, may, during the period of voluntary abatement, (1) file a written request for a hearing with the city clerk as provided for in Section 1.14.040 of this chapter if there is an objection to the demand to abate the nuisance, or (2) present written evidence to the enforcement authority to show that the property owner or person in possession of the property had no responsibility for creating or maintaining the nuisance on the property and that to be required to remove or abate such nuisance will cause financial or physical hardship; and

4. A statement that if the nuisance is not voluntarily abated within the stated period, and the property owner and/or person in possession of the property fails to present the information set forth in subsection (B)(3) of this section or to file a timely written request for a hearing, all persons served with such notice shall be deemed to have consented to the abatement of the nuisance and that, at the election of the city, the city will abate the nuisance and the costs for such abatement may be charged against the premises and may be recorded as a lien against the premises.

C. Service of Notice. The notice to abate the nuisance shall be served in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the owner of record, after diligent search, cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days. The failure to make or attempt such service on any person as required herein shall not invalidate any proceedings under this chapter as to any other person duly served.

D. Failure to Pay Costs—Authority to Record Lien or to Declare Lien a Special Assessment Against Parcel.

1. If all or any portion of the costs and expenses incurred by the city in abating the nuisance and accounted for by the enforcement authority remain unpaid after 30 days, pursuant to authority created by law, including Government Code section 38773, et seq., such portion thereof as remains unpaid shall constitute and shall be declared to constitute a lien on the real property which was the subject of notice to abate.

2. Prior to recordation of the lien, notice shall be given to the land owner. If the land owner, after a diligent search cannot be found, the notice may be served by

posting a copy of the notice upon the property subject to the lien, in a conspicuous place, for a period of ten days. The notice shall also be published in a newspaper of general circulation in the city.

3. The lien shall attach when the city manager or his/her designee records a lien listing delinquent unpaid nuisance abatement costs with the Placer County recorder’s office. The lien shall specify the amount of the lien, the date of the abatement order, the street address, legal description and assessor’s parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

4. In addition to the recordation of a lien, the amount of the costs and expenses incurred by the city in abating the nuisance plus a reasonable administrative fee established by the city council from time to time to cover the cost of collection may be declared a special assessment against any real property owned by the responsible person within the city to the extent the responsible person owns more than one parcel within the city. The city council may impose the special assessment on more than one parcel. However, the amount of the assessment shall not exceed the penalty imposed for the administrative violation. The city manager or his/her designee may present a resolution to the city council to declare a special assessment, and upon passage and adoption thereof, shall cause a certified copy thereof to be recorded with the Placer County recorder’s office. The assessment may then be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subjected to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

5. In the event that the lien or special assessment is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (D)(1) of this section shall be recorded.

1.16.030 Treble damages for subsequent abatement judgments.

Pursuant to California Government Code section 38773.7, upon the entry of a second or subsequent civil or criminal judgment within a two-year period that finds an owner of property responsible for a condition that may be abated in accordance with California Government Code section 38773.5, a court may order the owner to pay treble the costs of the abatement. These costs shall not include conditions abated pursuant to California Health and Safety Code section 17980.

Section 8. Enact Chapter 1.18. Chapter 1.18 of Title 1 of the Rocklin Municipal Code regarding criminal penalties is hereby enacted as follows:

Chapter 1.18 – Criminal Penalties

Sections:

- 1.18.010 Violations—General penalty.
- 1.18.020 Violation—Separate offense.
- 1.18.030 Authorization for issuance of citations by public officers and employees.
- 1.18.040 Issuance of notice to appear.
- 1.18.050 Designation of employees authorized to act pursuant to this chapter.
- 1.18.060 Training.

1.18.010 Violations—General penalty.

Whenever in this code or in any ordinance or resolution of the city, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation shall be punished as follows:

- A. For those acts or omissions designated as misdemeanors, the same shall be punished according to the punishment prescribed for a misdemeanor in the general laws of this state;
- B. For any act of omission which is charged as an infraction, the same shall be punished by a fine not exceeding five hundred dollars (\$500.00);
- C. For any act or omission for which no penalty is specified, the same shall be punished as a misdemeanor pursuant to the provisions of subsection A of this section.

1.18.020 Violation—Separate offense.

Each day a violation continues, it constitutes a separate and distinct offense.

1.18.030 Authorization for issuance of citations by public officers and employees.

Pursuant to Penal Code section 836.5, the city council authorizes public officers and employees of the city, who have the duty to enforce a statute or ordinance of the Rocklin Municipal Code, to arrest a person without a warrant whenever any such official or employee has reasonable cause to believe that the person to be arrested has committed a violation of such statute or ordinance in the presence of the public official or employee.

1.18.040 Issuance of notice to appear.

In any case in which a person is arrested pursuant to this chapter and the person arrested does not demand to be taken before a magistrate or judge, the public official or employee making the arrest shall prepare a written notice to appear and shall thereafter release such person on his or her written promise to appear in court, pursuant to Penal Code section 853.6.

1.18.050 Designation of employees authorized to act pursuant to this chapter.

The city manager shall designate in writing the classification or job title of the city officials and employees designated to exercise such arrest and citation authority. No officer or employee shall be allowed by his or her supervisor to exercise the arrest and citation authority herein conferred, unless such officer or employee is within such designation.

1.18.060 Training.

Every public official or employee designated to act under this chapter shall be provided with such training as is established in Penal Code section 832, and such other training as may be required by the city manager. The training program shall include instruction regarding the provisions of the statutes and ordinances to be enforced, the evidentiary prerequisites to proper prosecution for violations thereof, the appropriate procedures for making arrests or otherwise prudently exercising such arrest and citation authority, and the legal and practical ramifications and limitations attendant thereto. Any such officer or employee shall be appropriately instructed to deposit executed citations or notices within three days for filing with the court after review for legal sufficiency.

Section 9. Amend Subsection 5.04.050(B). Subsection 5.04.050(B) of Title 5 of the Rocklin Municipal Code is hereby amended to read as follows:

5.04.050(B)

Any person so violating any of the provisions of this chapter or knowingly or intentionally misrepresenting to any officer or employee of this city any material fact in procuring the certificate herein provided for shall be guilty of a misdemeanor, punishable as provided in Chapter 1.18 of this code.

Section 10. Amend Subsection 5.30.050(A). Subsection 5.30.050(A) of Title 5 of the Rocklin Municipal Code is hereby amended to read as follows:

5.30.050(A)

Anyone violating any provision of this chapter shall be subject to an administrative citation and fine as set forth in Chapter 1.14 of this code.

Section 11. Amend Section 8.04.030. Section 8.04.030 of Title 8 of the Rocklin Municipal Code is hereby amended to read as follows:

8.04.030 Declaration of public nuisance.

Any property found to be maintained in violation of the foregoing section is declared to be a public nuisance and shall be abated by rehabilitation, removal, demolition or repair pursuant to the procedures set forth in Chapters 1.08 through 1.18 of Title 1 of this code.

Section 12. Repeal Sections 8.04.040 – 8.04.200. Sections 8.04.040 through 8.04.200 of Title 8 of the Rocklin Municipal Code are hereby repealed.

Section 13. Amend Subsection 9.42.050(A). Subsection 9.42.050(A) of Title 9 of the Rocklin Municipal Code pertaining to civil enforcement and penalties for violations is hereby amended to read as follows:

9.42.050(A)

Any person found to be in violation of any provision of this chapter shall be subject to an administrative citation as set forth in Chapter 1.14 of this code. The enforcement officers for this chapter shall be city of Rocklin police officers and code enforcement officers.

Section 14. Amend Subsection 12.04.200(E). Subsection 12.04.200(E) of Title 12 of the Rocklin Municipal Code is hereby amended to read as follows:

12.04.200(E)

A violation of this chapter is subject to administrative citation and fine under Chapter 1.14.

Section 15. Amend Section 15.04.080. Section 15.04.080 of Title 15 of the Rocklin Municipal Code is hereby amended to read as follows:

15.04.080 - Penalty and enforcement.

Notwithstanding any other provision of any code adopted herein, any person who violates any provision of any code, or modification thereto, is guilty of a misdemeanor, as the same is now, or may hereafter be defined, by the laws of the state of California. For purposes of Chapter 1.18 of this code, the official or officials designated as the enforcing authority under each code adopted hereby, and/or the city manager, shall be the enforcing authority.

The fire chief or his/her designee is hereby designated the enforcing authority for all standards promulgated by the Office of the State Fire Marshal.

Section 16. Amend Subsection 17.08.130(H). Subsection 17.08.130(H) of Title 17 of the Rocklin Municipal Code pertaining to off-street parking of accessory vehicles is hereby amended to read as follows:

17.08.130(H)

Violation of this section is deemed to be an infraction and is punishable as such pursuant to Chapter 1.14 of this code, or at the discretion of the enforcement official or city attorney, may be punishable by the use of any other civil or administrative remedy or penalty authorized by, or set forth in, the Rocklin Municipal Code.

Section 17. Amend Subsection 17.08.134(C). Subsection 17.08.134(C) of Title 17 of the Rocklin Municipal Code pertaining to off-street parking of accessory vehicles is hereby amended to read as follows:

17.08.134(C)

Violation of this section is deemed to be an infraction and is punishable pursuant to Chapter 1.18 of this code, or by administrative citation pursuant to Chapter 1.14 of this code.

Section 18. Effective Date. This ordinance shall take effect 30 days after the date of its adoption.

Section 19. Environmental. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 20. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 21. Publication. Within 15 days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers voting for and against the ordinance, to be published in the *Placer Herald*. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the ordinance, to be published in the *Placer Herald*, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full

text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on [DATE], 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on [DATE] 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:

Second Reading:

Effective Date:



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute The Agreement for the Installation of the Main Guest Services Steel Building at the Rocklin Adventure Park Site.

Submitted by: Jason Johnson, Director

Date: February 27, 2018

Department: Central Services

Reso. No. 2018-

Staff Recommendation:

It is recommended that the City Council of the City of Rocklin approve the:

- Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute the Agreement for the Installation of the Main Guest Services Steel Building at the Rocklin Adventure Park Site.

BACKGROUND

The Adventure Park Project as a whole is a high profile project which will create an economic engine drawing citizens and outside developers to the City's downtown area and boost revenues throughout the City. Since this project is in the public's interest staff has, throughout the project, focused on meeting the timelines in the most cost effective manner possible. To that end, it is imperative that the steel building structure be installed (Phase 1) as soon as possible so that tenant improvements (Phase 2) can begin as soon as the bid process has been completed and has received Council approval. In order to move forward as expeditiously as possible City Staff expedited the bid for the installation of the main building.

The two phases of this project are as follows:

- Phase 1 – Install that main steel structure. This consists of pouring footings at the site, constructing a 150 foot (approximate) retaining wall and assembling the prefabricated steel building which has already been purchased.
- Phase 2 – Tenant improvements to include plumbing and electrical, and construction of various buildings within the Phase 1 steel structure such as an ice cream parlor, restaurant, hot dog hut, etc. In order for this construction to begin the main steel structure must be in place.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

- The Adventure Park Project as a whole is a high profile project which will create an economic engine drawing citizens and outside developers to the City's downtown area, boost revenues throughout the City and is in the public's interest.

- The Adventure Park Guest Services Building is broken up into two phases:
 - Phase 1 – Install that main steel structure. This consists of pouring footings at the site, constructing a 150 foot (approximate) retaining wall and assembling the prefabricated steel building which has already been purchased.
 - Phase 2 – Tenant improvements to include plumbing and electrical, and construction of various buildings within the Phase 1 steel structure such as an ice cream parlor, restaurant, hot dog hut, etc. In order for this construction to begin the main steel structure must be in place.
- Staff has, throughout the project, focused on the meeting the timelines in the most cost effective manner possible.
- In order to move forward as expeditiously as possible City Staff expedited the bid process for the installation of the main steel building (Phase 1) and received three bids in total but only two of which met the requirements of the posted specification. The lowest responsible bid from PBM Construction, Inc. in the amount of \$122,000.00 for the installation of the guest services building and \$180,448.00 for the 150 foot (approximate) retaining wall for a total of \$302,448.00.
- Staff has reviewed the bid for sufficiency and is recommending that Council approve and award to PBM Construction, Inc.
- The resolution establishes the City Manager's change order authority at 15% (45,376.50).

Fiscal Impact:

- The construction of this project including the 15% change order amount is funded using the proceeds from the sale of the Rule 20A credits. The City Council previously, via Resolution 2017-195 authorized the use of these funds to support Quarry Park and Adventure Park projects. This agreement may necessitate a budget amendment be brought separately to Council for approval later in the fiscal year.

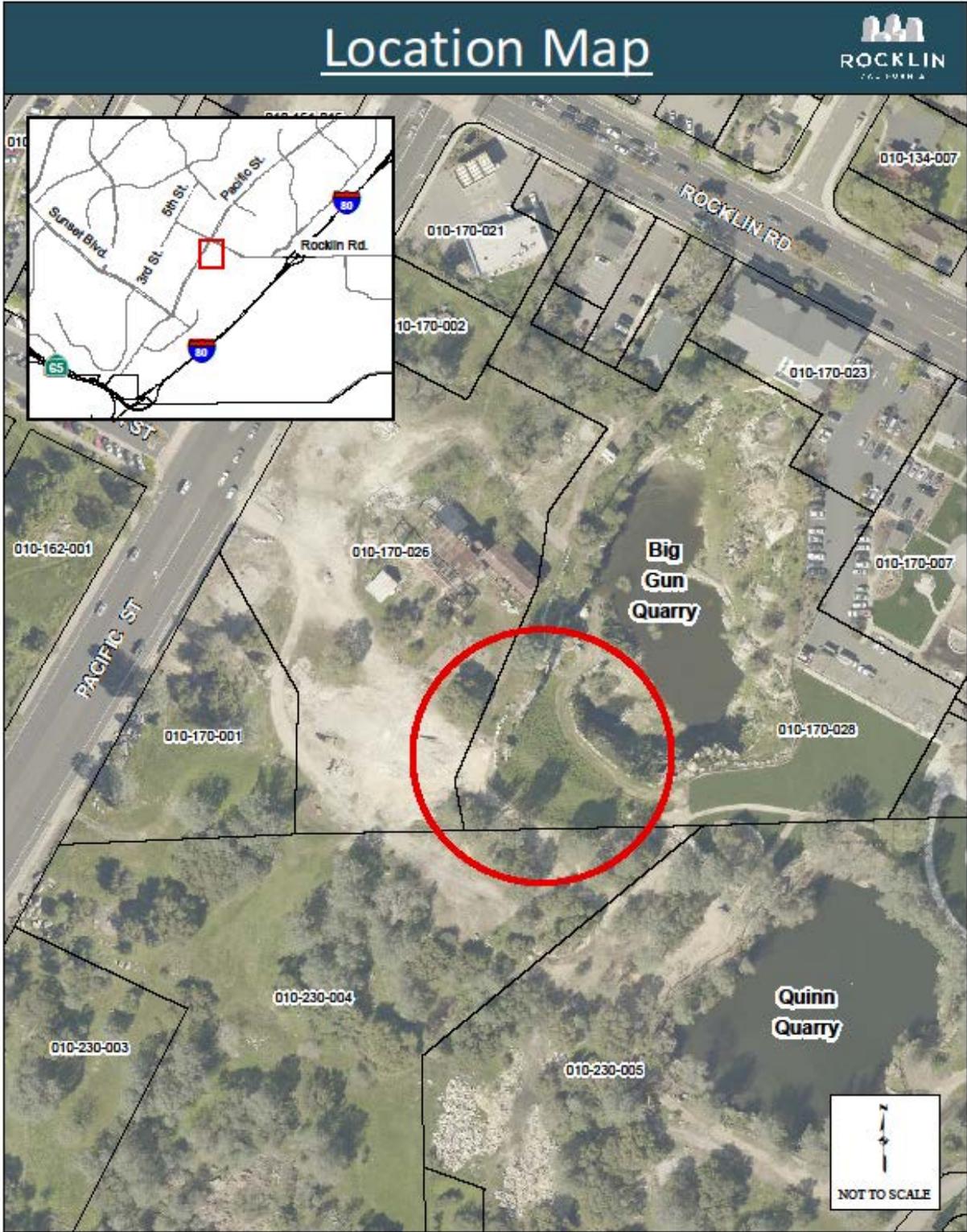


Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

Exhibit A – Project Location Map



RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE INSTALLTION OF THE MAIN
GUEST SERVICES STEEL BUILDING AND THE ROCKLIN ADVENTURE PARK SITE
(PBM Construction, Inc.)

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, an expedited bid process was conducted for the installation of the Guest Services Main Steel Building and Retaining Wall and two bids were received; and

WHEREAS, the lowest responsible bid was determined to be \$122,000.00 for the installation of the Guest Services building and \$180,448.00 for the associated retaining wall for a total of \$302,448.00 from PBM Construction, Inc..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council awards the bid to PBM Construction, Inc.

Section 2. The City Manager is hereby authorized to execute the Agreement attached hereto as Exhibit A and incorporated herein by this reference, for the Main Guest Services Steel Building and associated retaining wall at the Rocklin Adventure Park Site.

Section 3. The City Council hereby establishes the City Manager’s Change Order Authority to 15% of the contract amount.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers:
- ABSTAIN: Councilmembers:

, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

d:\legal\administration\contractor services agreement
REV. 4/27/17

EXHIBIT 1
CONTRACT SERVICES AGREEMENT
PBM Construction, Inc./Guest Services Main Steel Building At
The Rocklin Adventure Park

THIS AGREEMENT is made at Rocklin, California, as of _____, by and between the City of Rocklin, a municipal corporation (“City”), and PBM Construction, Inc. (“Contractor”), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to City.

3. **Facilities, Equipment and Other Materials, and Obligations of City.** Except as set forth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish Contractor only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance.** Time is of the essence, and, subject to City's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Ricky A. Horst
City Manager

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

Title: _____
(Print or Type Title)

By: _____
(Signature)

(Print or Type Name)

Title: _____
(Print or Type Title)

APPROVED AS TO FORM:

Steven Rudolph
City Attorney

ATTEST:

Barbara Ivanusich
City Clerk

EXHIBIT A

SCOPE OF SERVICES

PBM Construction, Inc./Guest Services Main Steel Building At
The Rocklin Adventure Park

This Scope of Service is to furnish all labor, material and equipment necessary to complete the installation of the Main Guest Services Steel Building and 150 foot retaining wall (approx.) based on the attached drawings supplied by Olympia Steel Buildings along with the RAP-Rocklin SEG 1st Submittal_01-24-18 (footing and wall reference only).

All work is to be completed within 45 calendar days.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED
PBM Construction, Inc./Guest Services Main Steel Building At
The Rocklin Adventure Park

Contractor shall be paid \$302,448.00 for the services identified in Exhibit A under this Agreement. All work shall be completed within 45 calendar days.

Liquidated damages will be set at \$500.00 per day.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF CITY
PBM Construction, Inc./Guest Services Main Steel Building At
The Rocklin Adventure Park

1. City shall provide copies of as built plans, reports, City permits and other relevant documents at no cost.
2. City shall provide necessary staff time to review consultant's submittals and manage the contract agreement.

EXHIBIT D

GENERAL CONDITIONS

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APPENDIX 1

State Wage Rates:

Pursuant to Article 12 of the General Conditions, the Contractor shall pay no less than the minimum wage rates set forth in the determination of the Department of Industrial Relations (DIR). However, each bidder is responsible to ascertain whether any amendments have been issued by the DIR, and to utilize the correct rates in calculating the bid.

Direct inquiries to the DIR, Prevailing Wage Rate Unit, Public Works, (415) 703-4774. Website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD.

GENERAL CONDITIONS

PBM Construction, Inc./Guest Services Main Steel Building at the Rocklin Adventure Park

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION.**Section 1.01. Terms, Titles, or Phrases.**

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Section 1.02. Addendum/Addenda.

“Addendum” or “Addenda” written documents furnished by the City before award of the contract, interpreting plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. Bid.

“Bid” shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed and bonded.

Section 1.04. City Council.

“City Council” shall mean the duly elected officials constituting the City Council of the City of Rocklin.

Section 1.05. Contract Documents.

The “Contract Documents” shall include the notice and information to bidders, the bid form, the designation of subcontractors, the agreement for construction, the bidder’s bond, the performance bond, the payment bond, these general conditions, the special provisions, the technical specifications, the City Construction standard specifications, city improvement standards, city standard drawings, the contract drawings and plans, all duly issued addenda, interpretations, and change orders, supplemental drawings, shop drawings, and manufacturers’ instructions approved pursuant to Article 5 hereof, and the Contractor’s guarantee and Warranty and Maintenance bond.

Section 1.06. Contract Drawings or Plans.

The “contract drawings” (sometimes hereinafter referred to as “drawings”) or “plans” are the official plans and working drawings which show the location, character,

dimensions and details of the work to be performed, all supplemental drawings issued by the City, and all drawings submitted by the Contractor and approved by the City pursuant to the Contract Documents. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Section 1.07. Contractor.

“Contractor” shall mean the person or persons, partnership, or corporation, who have entered into the agreement for construction of this project with the City of Rocklin, or his or their legal representatives, or successors, assigns, executors, or heirs.

Section 1.08. City.

“City” shall mean the City of Rocklin, State of California, a municipal corporation. The City is sometimes designated “Owner” in the Contract Documents.

Section 1.09. Project Manager.

The “Project Manager” is Scot St. Denis, Facilities Superintendent or, at the City’s election, the architect or architectural firm employed or engaged as an independent contractor by the City to perform the services of a general Project Manager, including those services set forth in the Contract Documents.

The City Council hereby designates the Project Manager as the City’s agent to perform all functions delegated to the Project Manager by the Contract Documents, to monitor the performance by Contractor of the work required by the Contract Documents, and to supervise the City Inspector(s).

The Project Manager will have the general supervision and direction of the work. The Project Manager shall have the right to accept or reject materials or workmanship; to decide the amount due at each payment period; and to determine when the Contractor has complied with the conditions of the contract.

Section 1.10. City Inspector.

The “City Inspector” shall mean the person or persons employed or engaged as (an) independent contractor(s) by the City to inspect the performance of the work by the Contractor for compliance with the Contract Documents. He hereby is designated as an agent of the City for such purpose and no other. He is supervised by, and reports to, the Project Manager. The authority of the City Inspector to monitor the work shall be strictly limited to that authority specified herein, and no additional authority has been granted nor shall be inferred. The Project Manager may be designated as the City Inspector, in which case he shall perform the function and have the authority of both positions.

Section 1.11. Day.

Unless otherwise expressly defined, a “day” shall mean a calendar day of 24 hours, including each and every day of the year.

In computing days, the first day is excluded and the last day is included, unless it is a holiday, and then it also is excluded. Civil Code section 10 shall apply to such computations.

Section 1.12. General Intent of Contract Documents.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary to complete the finished product as provided by the Contract Documents.

Section 1.13. Harmonization of Various Parts of Contract Documents.

All the various parts of the Contract Documents, including the specifications and plans and drawings, are intended to be explanatory of one another. Any work shown on the contract drawings and not on the specifications, or vice versa, is to be executed as if indicated in both. In case of conflict, the specifications shall govern over the contract drawings, special provisions shall govern over both the contract drawings and the general conditions, and subsequent addenda, interpretations, or change orders shall govern over the original documents, unless a different order of preference is necessary to comply with the specific purpose and intent of the contract.

Section 1.14. Interpretations of Plans.

In the event of a conflict between any of the documents which constitute the Contract Documents, it is the responsibility of the Contractor to notify the Project Manager and request an interpretation or correction, pursuant to the procedure set forth in Article 4 of these General Conditions.

Section 1.15. Interpretations.

“Interpretations” are all clarifications, additional instructions, and explanations issued by the Project Manager pursuant to Article 4 hereof, after award of the contract.

Section 1.16. Materials.

“Materials” is a generic term which shall include all building materials, articles, supplies, and equipment delivered to the project for incorporation in the work. “Materials” includes everything incorporated into the work except labor, unless otherwise noted.

Equipment shall mean all pre-manufactured or partially preassembled products or components, assembled or partially assembled before delivery to the site.

Section 1.17. Project.

“Project” shall mean the whole of the work referenced in the Contract Documents.

Section 1.18. Project Architect.

The “Project Architect” is the architect or firm engaged as an independent contractor by the City to design the project.

The authority of the Project Architect to monitor and review the work shall be strictly limited to that authority specified herein, and no additional authority has been granted, nor shall be inferred.

Section 1.19. Function of Project Architect

The Project Architect is the design professional engaged as an independent contractor by the City of Rocklin to design the project and to advise the Project Manager in all aspects of the construction phase of the project. His functions include advice and assistance to the Project Manager in the correct interpretation and application of the plans and specifications. However, the Project Manager is the City’s representative on the project, not the Project Architect. The Project Architect is not authorized to issue addenda, interpretations, or change orders, or in any other way to bind the City in discussions with the Contractor.

Copies of all correspondence relating to the proper performance of the Contract Documents set from the contractor to the Project Manager shall be delivered as well to the Project Architect. The Project Manager then shall consult with the Project Architect prior to responding to the Contractor’s requests.

When discussions between the Contractor and the Project Manager occur either on the site or elsewhere, but the Project Architect is not present, the Project Manager in all cases reserves the right to consult with and obtain the advice of the Project

Architect prior to issuing his final opinion or instruction, and to revise any opinions or instructions he may have given prior to such consultation.

Section 1.20. Reference to Codes.

Unless otherwise noted, all references to statutes are to the laws of the State of California as codified in the various specified codes.

Section 1.21. Site.

“Site” is the area within which the project is to be constructed.

Section 1.22. Special Provisions.

The “special provisions” are specific clauses setting forth conditions or requirements peculiar to the work, and supplementary to the general conditions and technical specifications.

Section 1.23. Specifications.

“Specifications” include the City’s general conditions, city standard construction specifications, city improvement standards, city standard drawings, the special provisions and technical specifications applicable to this work, all duly executed and issued addenda and interpretations, and all modifications approved by the City pursuant to a change order.

Section 1.24. Subcontractor.

“Subcontractor” shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor or render services to the prime contractor in or about the construction of the work, or who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half of one percent (0.5%) of the prime contractor’s total bid.

“Subcontractor” shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts, commencing with section 4100.

ARTICLE 2. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE.

Section 2.01. Bonds: Time to Submit.

Within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction, the Contractor to whom

the work is awarded shall furnish and file with the City bonds as set forth below in sections 2.02 and 2.03.

Section 2.02. Performance Bond.

Contractor shall submit a faithful performance bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to City, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than one hundred percent (100%) of the total contract price.

Section 2.03. Labor and Materials Payment Bond.

Contractor shall also submit a bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to City, which in all respects complies with Civil Code sections 9550-9566, inclusive. This bond, hereinafter referred to as a "payment bond," shall be in a sum no less than one hundred percent (100%) of the contract.

Section 2.04. Warranty and Maintenance Bond.

Prior to final payment as provided in Article 25 herein below, Contractor shall furnish a bond issued by a responsible corporate surety licensed to do business in the State of California securing the performance by Contractor of his obligations undertaken by virtue of the guarantees required by Article 26 herein below. Such bond shall remain in full force and effect for a period no less than one (1) year after the acceptance by City of the work, and shall be in a sum no less than twenty percent (20%) of the total amount of the contract. In lieu of such bond, Contractor may submit a certified or cashier's check, cash or an irrevocable, unconditional letter of credit in a form acceptable to City, to secure performance of Contractor's obligations on the guarantee.

Section 2.05. Indemnification.

To the full extent and period allowed by law, Contractor shall hold harmless, defend, and indemnify the City and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

The indemnity obligation expressly extends to and includes any and all liability, claims, damages, losses and expenses occasioned as a result of damages to adjacent property caused by the conduct of the work.

The indemnity obligation expressly extends to and includes any and all liability, claims, damages, losses and expenses, occasioned as a result of the violation by Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal or state law. The indemnity obligation also expressly extends to and includes any liability, claims, damages, losses and expenses, or any property damage to property owned by any person while on or about the premises of the work or as a result of the work, whether such persons are on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Lack of insurance coverage does not negate Contractor's obligation to indemnify City as provided in these Contract Documents. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of section 2782 of the Civil Code.

Section 2.06. Indemnification of Adjacent Property Owners.

In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the City prior to commencement of the work on or about such property. Contractor also shall indemnify the City as provided above and in Section 15.03.

Section 2.07. Insurance.

Contractor shall procure and maintain for the time period described below insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this contract and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. All coverage available to the Contractor as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Contractor shall provide to City the full policy limits of Contractor's insurance, with coverage at least as broad as, and shall maintain limits no less than, the following:

A. General Liability. Contractor shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) and

Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractors (ISO form G0009) with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

B. Worker’s Compensation and Employer’s Liability Insurance. Contractor shall fully comply with the law of California concerning worker’s compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for worker’s compensation. Contractor shall also maintain in full force and effect a policy of employer’s liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

C. Automobile. Contractor shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.

D. Course of Construction. Contractor shall maintain in full force and effect a policy of course of construction insurance covering all risks of loss, less policy exclusions, with limits no less than one hundred percent (100%) of the replacement value of any loss, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and equipment as are used on the work and not otherwise insured, with no coinsurance penalty provisions.

Section 2.08. Insurance; Endorsements.

The required insurance shall contain or be endorsed to contain the following provisions:

A. Added Insureds. The City, its officers, employees and volunteers shall be covered as additional insureds under the general liability, and course of construction policies with respect to liability arising out of activities performed by or on behalf of Contractor under this contract. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees and volunteers. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

B. Contractor's Insurance Primary. For any claims related to work or operations performed by or on behalf of Contractor, the Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Thirty-Day Notice. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days notice to City.

D. Subrogation. The worker's compensation insurance carrier shall waive all rights of subrogation against the City, its officers, employees and volunteers, for losses paid under the policy which arise from work performed for the City under this contract.

Section 2.09. Insurance; Other Provisions.

A. The insurance company or companies providing Contractor the coverages required by the Contract Documents shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

B. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. The insurance shall be maintained at all times during prosecution of the work until sixty (60) days after final completion and acceptance by City if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective

date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4. The claims reporting period shall, at a minimum, continue for sixty (60) days after final completion and acceptance of the work by the City.

5. A copy of the claims reporting requirements, including the reporting periods applicable to the policy, must be submitted to the City for review.

6. Contractor shall give its insurance carrier and City written notice of each and every event or incident occurring during work being performed under this contract that may ripen into a claim. Notice shall be given no later than ten (10) days after such event or incident.

Section 2.10. Insurance; Failure to Maintain.

If Contractor, for any reason, fails to maintain insurance coverage, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Contractor resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Contractor, City may deduct from the sums due to Contractor any premium costs advanced by City for the insurance.

Section 2.11. Insurance; Subcontractors.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 0413.

Section 2.12. Insurance; Certificates and Endorsements.

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Contractor shall replace certificates of insurance for policies expiring prior to completion of the work under the contract, and shall continue to furnish certificates for

five years beyond the contract terminate date, when the Contractor has a claims made form of insurance.

Section 2.13. Worker's Compensation; Certificate; Posting.

Contractor shall sign and file with the City the following certificate on the form provided by the City:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor shall require each subcontractor to file such statement with him prior to allowing that subcontractor to commence work.

If there is any employee working on the project who is not protected under the Worker's Compensation statute for any reason, including because engaged in hazardous work, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such employee.

Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the project site, a statement as required by Labor Code section 3550, stating the name of the compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment. Said notice shall also include advice as to an injured employee's right to receive medical care, to select or change the treating physician pursuant to the provisions of Labor Code section 4600, and the right to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits, as appropriate. Contractor and all subcontractors shall also give every new employee, either at the time the employee is hired or by the end of the first pay period, written notice of the information contained in Labor Code section 3550.

ARTICLE 3. TIME OF WORK.

Section 3.01. Schedule of Work and Cost Breakdown.

No later than thirty-five (35) days after execution of the agreement for construction or such other time as may be set forth in the special provisions, and before commencement of work, Contractor shall furnish to the Project Manager a schedule showing the estimated dates on which he will start each part or class of the work, the contemplated dates for completing such parts or classes, the days and hours proposed for work, and the approximate percentage of work scheduled for completion at any

Not Applicable

time. When requested by the Project Manager, Contractor shall also submit supplemental progress schedules from time to time during the progress of the work. The separate parts or classes shall be those specified by the Project Manager.

The progress schedule shall be practicable and consistent with the time requirements of the agreement.

Simultaneously with the progress schedule, Contractor shall furnish to the Project Manager a detailed estimate giving a complete breakdown of the contract price with reference to the parts or classes of work shown on the progress schedule.

The Contractor shall, to the fullest extent reasonable, carry on the work of construction of the various classes or parts of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion of the work, without the express approval of the Project Manager.

Section 3.02. List of Materials and Schedule of Unavailable Materials.

Within thirty-five (35) days after execution of the Contract Documents, or such other time as may be set forth in the special provisions, and before commencement of the work, Contractor shall submit to the Project Manager a complete list of all materials proposed for use in the work, whether or not mentioned in the specifications. Contractor shall specify any items which differ in any respect from materials specified.

This list shall include all materials which are proposed by the subcontractors as well as by the Contractor for use in the work.

This list shall include the quotations received for the materials specified, together with the quotations of any proposed substitution.

This list shall also specify the proposed delivery dates of all materials.

When this list of materials is submitted, Contractor shall also submit a schedule of any materials called for in the specifications that are not obtainable for installation in the project within the time limits set forth in the progress schedule. Failure to indicate such material on this schedule will be deemed sufficient cause for the denial of any request by Contractor for an extension of the contract time because of the unavailability of any materials. The schedule shall detail Contractor's efforts to obtain the materials in question and suggest substitutions pursuant to Article 7.

Section 3.03. Approval of Progress Schedule and Materials List.

Prior to commencing work, the Contractor shall secure the approval of the Project Manager of the progress schedule and materials list set forth above. The

Project Manager may modify either consistently with the requirements of this agreement.

Once approved, both the progress schedule and the materials list shall be incorporated as part of the agreement and Contractor shall comply therewith.

Failure to meet the approved progress schedule is grounds for termination of the contract, pursuant to Article 27.

Section 3.04. Commencement of Work.

Contractor shall not commence nor allow any subcontractor to commence work before receiving a notice to proceed from the City, specifying the day work is to commence. Contractor shall commence work on such day, and shall prosecute the work diligently to completion thereafter.

Section 3.05. Time of Essence.

Time is of the essence of this agreement.

Section 3.06. Date of Completion.

Contractor obligates himself to make the whole work complete and satisfactory on or before the completion date specified in section 2 of the agreement for construction, plus any time extensions approved by change order. The date of completion is the date of recordation of the Notice of Completion pursuant to section 25.05 herein; provided that the date of completion shall be deemed to be the date the Contractor filed the "Contractor's Request for Final Payment" pursuant to section 25.01, if, and only if, the work was in fact complete and in full conformity with the Contract Documents when Contractor's request was filed.

Section 3.07. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a change order by the Director of Public Services, upon a finding of good cause for such extension. Good cause for a time extension shall include only the following:

A. That materials or articles called for in the specifications are not obtainable from any source within a reasonable reach from the work, considering the material in question, within the time limits specified in the contract and that such materials or articles were listed by the Contractor in the list required by section 3.02 hereinabove; that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the progress schedule; and that the Project Manager certifies that the unavailability of such articles or materials are due to

circumstances beyond the Contractor's control, not including the financial condition or unavailability of credit to the Contractor.

B. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by the acts or neglect of the City or its officers, agents or employees; by acts of God; war, insurrection, civil disorder, fire, floods, epidemics, or strikes.

Delays in the prosecution of parts or classes of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts or classes of the work nor the completion of the whole work within the time specified are not unavoidable delays for purposes of this subparagraph.

C. That an extension of time may be granted due to weather which is unsuitable for the work currently in progress, upon a finding that the weather conditions in fact make it impossible for the work to proceed and upon the further finding that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Typical weather that should, in the exercise of reasonable foresight and diligence, be expected in the area at the time of year in question is not cause for an extension of time.

In all cases, the time authorized for extension shall be no greater than the number of days directly attributable to the good cause for the extension.

Section 3.08. Notice of Delays.

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, Contractor shall notify the Project Manager in writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension. Failure of the Contractor to submit such a notice within seven (7) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.

Section 3.08.05. Change Order No Basis for Delay Claim.

Contractor and City agree the City's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any claim for compensable delay. The rights of the Contractor to adjustments of the contract time and the contract sum, based on the changes in the work or suspension of the work,

shall be governed solely by the provisions of Section 3.07 and 3.10 of these General Conditions

Section 3.09. Investigation; Procedure.

Upon receipt of a request for extension of time, the Project Manager shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The results of this investigation shall be reported by the Project Manager to the Contractor and the Project Manager shall indicate whether he will recommend for or against such extension to the Director of Public Services.

Contractor agrees that the determination of the Director of Public Services as to whether good cause for an extension exists, and, if so, the duration of the extension, shall be final and binding upon both City and Contractor.

Section 3.10. Discretionary Time Extensions for Best Interest of City.

The City reserves the right to extend the time for completion of the work if the Director of Public Services determines that such extension is in the best interest of the City.

In the event that such discretionary extension is made at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the Director of Public Services may deem proper, of the actual cost of engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of such extension, and to deduct all or any portion of such amount from the final payment for the work.

In the event such extension is ordered over the objection of Contractor, and the decision rests solely with the Director of Public Services and is not legally compelled for any cause, the Contractor shall be entitled to a change order adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon his written application therefor, accompanied with such verification of costs as the Project Manager requires.

Section 3.11. Liquidated Damages.

If the work is not completed by Contractor in the time specified in section 2 of the agreement for construction, or within any period of extension authorized pursuant to this article, or pursuant to a duly issued change order, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages,

and not as a penalty, the sum specified in the Special Provisions for each calendar day of delay until the work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that City may deduct said sums from any monies due or that may become due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Director of Public Services to be unavoidable pursuant to section 3.07 hereinabove, or time extensions granted by the City Council pursuant to section 3.10 hereinabove.

Payment by the City of any progress payments after the specified date of completion shall not constitute a waiver by the City of its right to claim liquidated damages in accordance with this section.

Section 3.12. Extension of Time Not a Waiver.

Any extension of time granted Contractor pursuant to this article shall not constitute a waiver by the City, nor a release of the Contractor from his obligations to perform this contract in the time specified by the agreement, as modified by the particular extension in question.

Granting of a time extension due to one circumstance on one request therefor shall not constitute a granting by the City of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by Contractor as a precedent for any other request for extension.

Section 3.13. Suspensions Exceeding One Year.

Should the work of this contract be suspended for a period exceeding one calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, Contractor and City agree to enter into an agreement terminating the agreement upon the following terms and conditions.

City shall be responsible only to pay Contractor the actual value of the work performed from the date of the commencement of the work or from the date of the last progress payment, whichever is later, plus the ten percent (10%) withholds from such progress payments, less any deductions authorized by the Contract Documents.

As between the Contractor and City, it shall be conclusively presumed that the actual value for Contractor's work to the date of the last progress payment is no more than the actual amount of that progress payment plus the ten percent (10%) withhold from such progress payment; provided, however, that this section shall not preclude

City from deducting charges from work or materials which do not meet the requirements of the Contract Documents.

Section 3.14. Effect of Stop Work Notice.

If the City orders a suspension of the work pursuant to Article 18, the days on which the suspension is in effect shall be included in determining the required completion date, and shall not otherwise modify or extend the time within which Contractor is to perform. In such event, Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

ARTICLE 4. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.

Section 4.01. Sections of Drawings and Specifications.

For convenience, the specifications and drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of the work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

Section 4.02. Coordination of Drawings, Specifications, and Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Any work called for by the drawings, but not mentioned in the specifications, or vice versa, is to be furnished as though fully set forth in both documents. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this contract.

Drawings showing the locations of equipment, wiring, piping, etc. are diagrammatic, and conditions will not always permit their installation in the location shown. In such event, Contractor shall notify the Project Manager and obtain an interpretation before proceeding with the work in question.

Section 4.03. Interpretation and Additional Instructions.

A. Notification by Contractor. Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears to him that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected he immediately shall notify the Project Manager in writing and request interpretation,

clarification, or furnishing of additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued within a reasonable time by the Project Manager, whose decision shall be final and binding.

Should the Contractor proceed with the work affected before receipt of instructions from the Project Manager, he shall remove and replace or adjust any work which is not in accordance therewith, and he shall be responsible for any resultant damage, defect, or added cost.

In the event of a failure to agree as to the scope of the contract requirements, the Contractor shall follow the procedure set forth in section 4.04 herein below.

B. Additional Detailed Instructions. At any time, the Project Manager may furnish additional detailed written instructions to explain the work more fully, and such instructions shall be a part of the contract requirements.

Section 4.04. Dispute as to Contract Requirements.

When the Contractor and the Project Manager fail to agree as to whether or not any work is within the scope of the Contract Documents, the Contractor shall nevertheless immediately perform such work upon receipt of the Project Manager's written order to do so. Within seven (7) calendar days after receipt of such order, the Contractor may submit a written protest to the Project Manager specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting therefrom. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment in the contract price and the completion date due to such work, and the Contractor thereafter shall not be entitled to any adjustment of the contract price or time therefor.

The decision of the Project Manager shall be made within seven (7) days after receipt of the protest and shall be in writing. If the Contractor disagrees with the decision of the Project Manager, the Contractor may file a Notice of Potential Claim pursuant to Section 28.05 of this contract.

The time during which the protest is pending shall not be deducted from the time of completion of the contract.

Section 4.05. Supplemental Drawings.

In addition to the drawings incorporated in the Contract Documents, the Project Manager may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the contract drawings and specifications. In furnishing such additional drawings, the Project

Manager shall have the authority to make minor changes in the work, not involving any extra cost, and not inconsistent with the overall design of the project. These supplemental drawings and instructions shall become a part of the Contract Documents, and the Contractor shall make his work conform to them.

The provisions of section 4.02 through 4.04, inclusive, shall apply to such supplemental drawings and instructions.

Section 4.06. Contractor's As-Built Drawings.

Contractor shall be provided one extra set of working plans and specifications which Contractor shall keep at the site of the work at all times. The following information shall be inserted and dimensioned on said drawings and specifications, in RED, by the Contractor: the exact location of all installations in their finished condition, including all structural, electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. Upon completion of the work, said drawings and specifications shall be returned to the Project Manager.

ARTICLE 5. SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS.

Section 5.01. Shop Drawings and Manufacturers' Instructions.

The Contractor, at his sole cost and expense, shall furnish to the Project Manager and/or Project Architect such drawings and other descriptive material as are required by the specifications, requested by the Project Manager, or which the Contractor proposes to use in performing the work. Such shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to enable the City and Project Architects to determine compliance with the specifications and with the design and arrangement shown on the working drawings.

Contractor shall also submit copies of all manufacturers' instructions required by the specifications or requested by the Project Manager.

Such submittals shall be checked and coordinated with the work of all trades involved before they are submitted.

Section 5.02. Submission of Shop Drawings.

The Contractor shall submit no less than six (6) copies of all shop drawings or manufacturers' instructions, accompanied by a letter of transmittal, to the Project

Architect, listing the identifying number of the drawings submitted and cross-referencing them to the page or sheet in the specifications and/or working drawings to which they are related. One additional copy shall be delivered to the Project Manager.

All submissions must be marked with the name of the project and the name of the Contractor and shall be numbered consecutively and complete in every respect.

The Project Manager shall not accept shop drawings or manufactures' instructions which are not sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The drawings and instructions shall be submitted promptly, so as to cause no delay in the work. The drawings and instructions shall be submitted so as to allow the Project and Project Managers a review period of no less than seven (7) days.

Section 5.03. Approval of Shop Drawings.

Contractor shall not proceed with the work as shown on the shop drawings or manufacturers' instructions until he is notified by the Project Manager that they have been approved.

Thereafter, the work shall proceed in accordance with the approved shop drawings or manufacturers' instructions, including any modifications thereto approved by the Project Manager.

Should the Contractor proceed with the work shown thereon before approval is received, he shall remove and replace or adjust any work which is not in accordance with the approved shop drawings or manufacturers' instructions, and he shall be responsible for any resultant damage, defect, or added cost.

When requested by the Project Manager, the Contractor shall resubmit shop drawings and manufacturers' instructions for reexamination and approval or disapproval.

Section 5.04. Shop Drawings Showing Variation from Contract.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents.

Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in his letter of transmittal.

Failure by the Contractor to identify in his letter of transmittal any variation, discrepancy, or conflict with the contract drawings shall render the approval null and void, and Contractor shall bear all risk of loss and reconstruction costs or delays.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of shop drawings or manufacturers' instructions which do not comply with the Contract Documents, such modifications shall be made without extra cost to the City, and without extension of the time specified for completion of the work.

Section 5.05. Effect of Approval of Shop Drawings.

The approval of shop drawings or other descriptive material shall not relieve the Contractor of any obligation for accuracy of dimensions and details; for conforming the work to the requirements of the Contract Documents; or from responsibility to fulfill the contract at no extra cost to the City, within the completion time.

ARTICLE 6. MATERIALS AND PRODUCTS.

Section 6.01. Quality of Materials and Products.

Contractor shall, if required by the Project Manager, furnish satisfactory evidence as to the kind and quality of materials provided.

The Project Manager may require, and the Contractor shall submit, a list designating the source of supply of each item of materials entering into the construction of the work, and in such event, such materials or products shall not be delivered to the work nor installed therein until after the Project Manager has approved such list.

Section 6.02. Better Material or Process.

In the event that Contractor furnishes a material, product, process, or article better than that specified in the Contract Documents, the difference in cost of such material, product, process, or article shall be borne by the Contractor.

Section 6.03. Industry Standards.

A. Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect

on the date of the Bid Form, except as limited to type, class, or grade, or modified in such reference.

B. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to the bidder for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4. Where ASTM serial numbers are used, they refer to the latest tentative specifications, standard specifications, standard method or standard methods of testing, issued by the American Society for Testing Materials, unless specifically noted.

Section 6.04. Materials and Products Storage.

Materials, product and equipment storage is prohibited within the public right of way unless otherwise approved by the Project Manager. Contractor shall confine the storage of all materials, products, and equipment required in the performance of this contract to the areas specified by the Project Manager. Contractor shall obtain prior approval from the Project Manager regarding areas for storage and methods of protection. All material, products, and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas clear for the regular use of the public and City employees.

Section 6.05. Original Packages or Containers; Labels.

All materials delivered to the site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any

container, the label of which does not accurately describe the contents of the container.

Section 6.06. Protection of Materials and Equipment.

Contractor shall protect the work, materials, and equipment from damage due to the action of the elements, trespassers, or other causes. He shall properly store materials and equipment and, when necessary, erect such temporary structures as are required to protect them from damage.

Section 6.07. Providing and Paying for Materials.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the work within the specified time.

Section 6.08. Warranty of Title.

No material, article, product, supplies, or equipment for the work under this agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

Contractor warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the work, and agrees upon completion of the work to deliver the premises together with all improvements and appurtenances, constructed or placed thereon by him, to City, free from any claims, liens, or charges.

Contractor agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this section shall defeat or impair the rights of persons furnishing materials or labor under the payment bond given by Contractor, nor any rights under any law permitting such persons to look to funds due to Contractor but retained by City.

Contractor shall cause the provisions of this section to be inserted in all subcontracts and material contracts executed by Contractor and notice of this provision shall be given to all persons furnishing materials for the work.

This section shall not disallow Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. Patents and Royalties.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. Contractor and his sureties shall protect and hold harmless the City and all of its officers, agents, and employees against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from, any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment is made on account of this contract, Contractor shall furnish acceptable proof to the City of proper release from all such fees or claims.

Section 6.10. Payment of Federal or State Taxes.

Any federal, state or local tax, specifically including sales and use taxes, payable on materials furnished by Contractor pursuant to the contract, shall be included in the contract price and paid by the Contractor.

The City shall furnish the Contractor with a certificate, on forms provided by the Contractor, to the effect that items furnished pursuant to this contract are for the exclusive use of the City.

ARTICLE 7. SUBSTITUTIONS AND APPROVALS.

Section 7.01. Drawings and/or Other Data.

Contractor may make proposals for substitutions to the working drawings and/or specifications. All such proposals shall be in writing, and shall be accompanied by drawings and/or other data, including cost data of the proposed substitutions, and all information required by the Project Manager to make a fair evaluation of the Contractor's request. It is the intent of this article to comply with Public Contract Code section 3400.

Section 7.02. Equal Materials; Substitutions.

Whenever in the Contract Documents any materials, products, processes, or articles are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, such specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, "or equal".

If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Project Manager in writing and shall submit samples, if requested.

The Project Manager then will determine whether or not the proposed substitution is equal in quality and utility to the material specified, and his decision shall be final.

Requests for substitutions in materials will only be considered when offered by the Contractor as required by this article, and no deviations from the specifications will be allowed unless such substitutions have the prior written approval of the Project Manager.

Section 7.03. Effect of Allowance.

If the Project Manager allows the substitution, the Contractor shall be solely and directly responsible for setting approved substituted materials and/or equipment into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the City.

No time extensions shall be granted on account of a substitution. The contract price shall be adjusted by the price difference between the approved substitution and the originally specified item.

Section 7.04. Time for Proposing Substitutions; Decision.

All requests for substitutions shall be made within thirty-five (35) days from the date of the award of the contract. Failure to meet said time period shall constitute a waiver by Contractor and an acceptance of the specified materials. Late submittals may be considered only when the Project Manager consents in writing, and the City's best interests so require.

The Project Manager shall evaluate said request, and shall approve, deny, approve with conditions, or initiate the procedure for a change order in response to Contractor's request. If the proposed substitution is rejected, Contractor shall provide the material originally specified. The decision of the Project Manager shall be final.

The Contractor shall bear the burden of proof that his proposed substitutions are of equal quality and performance to the originally designated material or specification.

Not Applicable

Failure by Contractor to identify all deviations from the Contract Documents in his request for substitution shall render any City action taken thereon null and void. Contractor shall bear all costs resulting from any error in the request for substitution.

Section 7.05. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

When the Project Manager determines that samples and testing are required to decide a request for a substitution, he shall so advise the Contractor, and specify the materials or work to be sampled. Contractor shall, at no cost to the City, provide such samples as required by Article 8, dealing with samples and testing.

Contractor shall bear all costs of sampling and testing required to decide a request for substitution, and if a substitution is accepted, Contractor shall bear all costs associated therewith, including the cost of architect's and/or engineer's services required to adapt the substitution to the design to the complete satisfaction of the City, and all costs of mechanical, electrical, structural, or other changes needed to adapt the substitution to the work.

ARTICLE 8. SAMPLES AND TESTING.

Section 8.01. Materials and Work Which Must be Tested; Contractor's Expense.

Materials and/or work which require sampling and/or testing are specified in the Contract Documents. The Contractor shall bear the full cost of providing samples and all testing of such materials and/or work.

Section 8.02. Materials Which May be Tested.

The City reserves the right to require Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by Contractor in addition to those specified in the Contract Documents. The City shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so. In such event, City may, if appropriate, issue a change order.

Section 8.03. Testing.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the City during regular working hours.

Section 8.04. Selection of Samples.

All samples and specimens for testing shall be selected by the Project Manager or by the testing laboratory, but not by the Contractor.

Section 8.05. Delivery of Samples.

The Contractor shall, at his sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the site. Such samples shall be delivered either to the City or to the testing laboratory or such other address specified by the Project Manager.

Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the work by reason of delay in testing samples required by the Contract Documents or due to Contractor's request for substitution.

Contractor shall allow free access at all times to the representatives of the testing laboratory to the site of the work, and shall point out the sources from which samples are taken.

All test reports shall be sent to all parties specified by the City.

Section 8.06. Approval of Samples.

No materials or work of which samples and/or tests are required shall be used or covered until the Project Manager approves such samples and/or tests. If contractor installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at Contractor's sole risk and expense, and he shall bear all costs of uncovering, repair, and replacement thereof.

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approvals, and no other.

No approval of any samples shall be deemed a change or modification in any requirement of the Contract Documents.

Upon testing of any sample of material or work, no additional sample shall be considered unless approved by the Project Manager.

All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects.

Section 8.07. Damage Due to Testing.

Contractor shall, at his sole cost and expense, repair all damage resulting from testing specified in the Contract Documents. The City shall issue a change order for repair of damage due to sampling or testing other than specified in the Contract Documents.

The Contractor shall not make any tests upon portions of the building already completed, except with the prior written consent and under the direction and control of the Project Manager.

Section 8.08. Retesting.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the City shall be at Contractor's expense.

Section 8.09. Effect of Sampling and Testing.

The City assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Contract Documents by virtue of sampling and testing specified in this article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Contract Documents in the work rest entirely with the Contractor, notwithstanding any prior samples or tests.

ARTICLE 9. REJECTION AND REPLACEMENT OF WORK AND MATERIALS.

Section 9.01. Rejection of Materials and Workmanship.

The City shall have the right to reject materials and workmanship which are determined by the Project Manager to be defective or fail to comply with the Contract Documents.

Rejected workmanship shall be corrected satisfactorily, and rejected materials shall be removed from the premises and replaced, all without cost to the City.

If the Contractor does not correct such rejected work and/or materials within a reasonable time, fixed by the Project Manager in a written notice to Contractor, the City may correct the same and charge the expense to the Contractor, and deduct such expense from the next progress payment otherwise payable to Contractor.

If the City determines that it is in its best interest not to correct defective workmanship and/or materials, or work not done in accordance with the Contract

Documents, the Contractor agrees that an equitable deduction from the contract price shall be made therefor, and deducted from the next progress payment.

Section 9.02. Removal of Rejected Materials.

Contractor promptly shall remove from the site all materials which have been rejected.

Section 9.03. Failure to Remove Unsatisfactory Materials.

If the Contractor does not remove materials which have been determined not to comply with the Contract Documents within a reasonable time, fixed by the written notice from the Project Manager, the City may remove such materials and may store the materials, all at the expense of Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of materials pursuant to this section.

Any materials removed and stored pursuant to this section shall remain the property and the responsibility of the Contractor, and it is the Contractor's obligation to dispose of such materials. Such materials shall not again be brought upon the site.

The Contractor shall submit to the Project Manager a statement of the source of supply for any such materials. The Project Manager thereupon shall notify such source that the specified materials have not been incorporated into the project, and no claim or stop notice therefor will be recognized. The Contractor shall fully indemnify the City for any claims, costs, or demands, made by any materialman regarding such materials.

The City reserves the right to satisfy any such materialman's claims by paying the same, and deducting the cost from the next progress payment.

ARTICLE 10. SUPERVISION AND LABOR.

Section 10.01. Skilled Labor.

All labor shall be especially skilled for the kind of work required, shall be conducted under the direction of a competent foreman, and workmanship shall be of the highest quality and finish in all respects.

Section 10.02. No Tenancy.

All workers, contractors, or contractors' representatives are admitted to the site only for the proper execution of the work, and have no tenancy.

Section 10.03. Dismissal of Unsatisfactory Employees.

All employees engaged in the work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, or any employee not skilled for the type of work required.

Section 10.04. Personal Attention and Superintendent; Contractor's Agent.

The Contractor shall supervise the work to the end that it shall be faithfully prosecuted.

The Contractor shall at all times keep a superintendent who is fully empowered to act as agent for the Contractor on the site or available by telephone and within a reasonable distance. Contractor shall advise the City in writing of his agent, and of any limitations on his authority to act on behalf of the Contractor. The Contractor shall be responsible for the faithful observation of all instructions delivered to him or his authorized agent(s).

Any instruction issued by the Project Manager not otherwise required by the specifications to be in writing will, upon the request of the Contractor, be confirmed by the Project Manager in writing. All written instructions shall be deemed incorporated as part of this agreement.

Section 10.05. Inspection of the Work of Other Contractors.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work. The Contractor shall notify the Project Manager in writing of any discrepancies or conditions which do not meet this section. Failure on the part of the Contractor to so notify the Project Manager shall constitute an acceptance by the Contractor and all subcontractors of all construction in place as being suitable in all respects to receive further work by the Contractor or such subcontractors.

ARTICLE 11. SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION.Section 11.01. Subcontracting.

If Contractor shall subcontract any of the work to be performed pursuant to this agreement, Contractor shall be as fully responsible to the City for the acts and/or

omissions of such subcontractor and of the persons either directly or indirectly employed or engaged as subcontractors by such subcontractor as he is for the acts and omissions of himself and persons employed by him.

Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the City of Rocklin.

Contractor shall bind every subcontractor, and every subcontractor of a subcontractor, by the terms of this contract which are applicable to the work to be performed by such subcontractor.

Section 11.02. Disputes Between Subcontractors and/or Contractor.

If, through acts or neglect on the part of the Contractor, including failure to supervise and control his subcontractors, any other contractor, subcontractor, or worker shall suffer loss or damage on the work, Contractor agrees to settle with such other contractor, subcontractor, or worker by agreement or arbitration, if such other contractor, subcontractor, or worker shall assert any claim against the City of Rocklin or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the City shall notify the Contractor, who shall defend, indemnify, and save harmless the City and all of its officers, agents, and employees against any such claim.

The City shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor the employees of either; provided, however, that in the event of any such dispute, the disputing parties shall all provide complete written explanations of all facts underlying such dispute on the request of the Project Manager; and provided further that the Project Manager, in his sole discretion, may be present at or call any meetings between the disputing parties.

Section 11.03. Listing of Subcontractors.

Contractor shall comply with the requirements in the instructions to bidders regarding the listing of subcontractors and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts Code, commencing with section 4100, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any of the provisions of that chapter, such violation shall be deemed a breach of this contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public

Contracts Code section 4110, allowing termination of the contract or penalty assessment of ten percent (10%) of the subcontract.

Section 11.04. Dealings with Subcontractors.

The City will deal only with the Contractor, and the Contractor shall be responsible for the proper execution of the work. Any and all discussions between any subcontractor and the City shall be initiated through, and conducted in the presence of, the Contractor or his representative.

Section 11.05. Termination of Unsatisfactory Subcontractors.

When any portion of the work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Contractor shall terminate the subcontract for such work.

Any such subcontractor which is discharged shall not again be employed on the project.

Any termination of a subcontractor pursuant to this section shall be in strict conformity with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts Code, commencing with section 4100.

ARTICLE 12. STATE REQUIREMENTS REGARDING WAGES, HOURS AND EQUAL OPPORTUNITY.

Section 12.01. Applicability of Article.

This article applies to all contracts. In addition, Article 13 herein below applies to projects in which federal funds are used, as indicated in the Special Provisions.

Section 12.02. Prevailing Wage Rate.

Pursuant to Chapter 1 of Part 7, Division 2 of the Labor Code, commencing with section 1770, the Director of Industrial Relations (DIR) of the State of California ascertained the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this contract. The prevailing rates so determined are on file with the Department of Industrial Relations. (See Appendix.) Said prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and cause copies of the determination of the prevailing rate of per diem wages to be posted in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

Section 12.03. Payment of Prevailing Wage Rates.

Contractor shall pay, and shall cause all subcontractors under him to pay, not less than the specified prevailing rates of wages to all workers employed on the work in the execution of this contract and shall comply with all applicable requirements of California Labor Code sections 1720 through 1781.

Section 12.04. Travel and Subsistence Pay.

Travel and subsistence payments shall be made by Contractor and all subcontractors in accordance with section 1773.8 of the Labor Code.

Section 12.05. Wage Rate for Crafts Not Listed.

In the event this contract calls for work requiring any craft, classification, or type of worker for which the DIR has not specified a prevailing wage rate, the City will issue an addendum specifying a prevailing wage rate after consultation with the DIR, and Contractor and all subcontractors shall pay each worker engaged in the specified work not less than such rates. Pending such addendum, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the contract price shall be made if such assumption is incorrect.

Section 12.06. Records of Hours Worked and Wages.

Contractor shall maintain, and shall cause all subcontractors under him to maintain, records of the hours and wages of all employees employed on the work, and such records shall be open at all times for inspection by the City and/or the Division of Labor Statistics and Law Enforcement, in accordance with sections 1776 and 1812 of the Labor Code.

Section 12.07. Underpayment of Wages.

Contractor agrees that in the event of underpayment of wages to any employee on the work, whether by Contractor or any subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked. The City may disperse such retention to such employees.

Section 12.08. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly sections 1775 and 1813, Contractor shall forfeit to City as a penalty the sum of twenty-five dollars (\$25.00) over and above any retentions or withholds otherwise authorized by the agreement, as follows:

A. For each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done under this contract by him or any subcontractor above him; and/or

B. For each worker employed in the execution of this agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said Article 3.

Section 12.09. Apprentices.

Attention is directed to the provisions of sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

The Contractor and all subcontractors under him shall comply with the requirements of section 1777.5 and section 1777.6 in the employment of apprentices.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Adequate supervision of all apprentices shall be maintained at all times by Contractor and any subcontractor employing such apprentice.

Section 12.10. All Employees on Payrolls; Submission of Records.

Contractor shall not carry on his payrolls any person not actually employed by him, nor shall he carry on his payrolls employees of a subcontractor. Contractor shall show on his payrolls all persons actually employed by him on the work, in any capacity. Contractor shall supervise all subcontractors to ensure that all subcontractors comply with this section.

At the request of the Project Manager, Contractor shall provide, and shall require all subcontractors to provide, verification of the actual wages paid to any or all employees on the work, including but not limited to copies of the payroll records.

Section 12.11. Hours of Work; Approval of Schedules.

Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any subcontractor upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code sections 1810 through 1815, inclusive.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. The proposed days and hours of work shall be shown on the Schedule of Work required by section 3.01 hereof, and shall be modified from time to time as appropriate.

The Contractor is referred to the Special Provisions for further particulars regarding scheduling.

Section 12.12. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with section 1735 of the Labor Code, which provides that no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part 7, Division 2 of the Labor Code.

Contractor's attention is directed to Article 13 hereof, setting for additional federal requirements which address this subject, but which do not supersede or in any way make ineffective the requirements of this section.

ARTICLE 13. FEDERAL REQUIREMENTS.Section 13.01. Applicability of Article.

In addition to Article 12 hereinabove, this article applies when federal funds are used on the project. The Special Provisions specify whether such funds are being used,

and set forth federal provisions applicable to the particular project, if any, in addition to those set forth herein.

Section 13.02. Davis-Bacon Act.

If the Special Provisions specify that federal funds are being used on this project, the Davis-Bacon Act applies. Federally determined minimum wage rates may exceed the State of California prevailing wage rates determined pursuant to Article 12 hereof. In case of a difference in the minimum wage rates, Contractor shall pay not less than the higher rate.

In addition, the following federal regulations apply along with any amendments that may take effect prior to execution of their agreement.

From 29 CFR Section 5.5 (a):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof [see Appendix], regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

Not Applicable

except as provided in section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (4) (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors on the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The City shall require that any class of laborers or mechanics which is not listed in the wage contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate including benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

Not Applicable

Not Applicable

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the City shall refer the questions, including the views of all interested parties and recommendation of the City, to the Administrator for determination. The Administrator or an authorized representative, will issue a determination within 30 days of receipt and so advise the contractor. The contractor will notify the City within the 30-day period that additional time is necessary.

(D) The wage rate, including fringe benefits where appropriate, determined pursuant to subparagraphs (1) and (2) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards, of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally

assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payments, advance or guarantee of funds until such violations have ceased.

Not Applicable

(3) Payrolls and benefit records

(i) Payroll and benefit records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the

apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency involved if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the City for transmission to the agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Option Form W-347 is available for this purpose and may be purchased from the Superintendent of Documents, General Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20540. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Not Applicable

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

Not Applicable

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "State of Compliance" required by paragraph (ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 1 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal agency involved or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an

NOT APPLICABLE

apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site for any craft classification shall not be greater than the ratio provided to the contractor as to the entire work force under the registered program. Any worker listed on a payroll as an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates shall be expressed in percentages of the journeyman's hourly rate specified in the contractor's or subcontractor's registered program and shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Federal Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10), and such other clauses as the federal agency involved may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

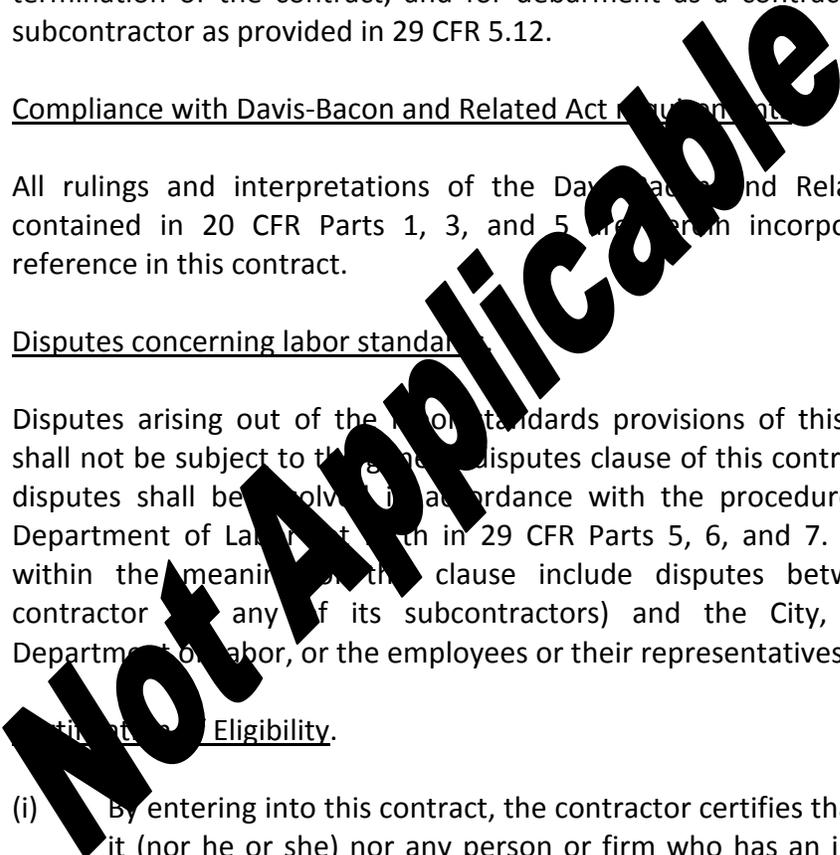
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 20 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the U.S. Department of Labor, or the employees or their representatives.

(10) Contractor Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



- (11) Contract Work Hours and Safety Standards Act. The following provisions apply to any contract triggering the Davis Bacon Act which is in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (11)(i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or any territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (11)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (11)(i) of this section.
 - (iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (11)(i) of this section.

- (iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (11)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (11)(i) through (iv) of this section.

Section 13.03. Compliance with Federal Anti-Discrimination Laws

Contractor shall comply with the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Equal Opportunity clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any applicable federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and additional sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, or by any rule, regulation, or order of the Secretary of Labor, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request in writing to the City, who, in turn, may request the United States to enter into such litigation to protect the interests of the City and of the United States.

Section 13.04. Compliance with Contract Hours and Safety Standards Act.

It is the Contractor's responsibility to comply with, implement, and enforce all relevant provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under section 107 of the Contract Hours and Safety Standards Act (40 U.S.C. S333) as set forth in Title 29 CFR section 1926.1 et seq. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, NW, Washington, D.C. 20013.

NOT APPLICABLE

ARTICLE 14. PROTECTION OF WORKERS AND PUBLIC PROPERTY.

Section 14.01. Protection of Persons and Property.

Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the work, or adjacent to the work.

Contractor shall provide a safe environment for all functions to be performed by the Project Manager and the City Inspectors, and a safe place for all employees to work.

Contractor shall comply with all occupational safety laws, rules and regulations applicable to the work.

Section 14.02. Protection and Repair of Work.

Contractor shall maintain adequate protection of the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the premises against damage, loss, or theft by providing adequate security measures. The Contractor shall, until final payment hereunder, maintain adequate protection of all of his work and work performed by others under this contract from damage, loss, defacement, or vandalism.

Contractor assumes full liability for the security and risk of loss from any cause of materials stored, work performed, and existing improvements on the site, and agrees to replace, at no cost to the City, at the time they are needed for incorporation in the work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced material and/or equipment from the project site at no cost to the City, and Article 9 hereof shall apply to such material or equipment.

Section 14.03. Protection of Workers.

Contractor shall take all necessary precautions for the safety of all employees and others on the work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created

by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Project Manager by the Contractor.

Contractor immediately shall replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

The responsibility for maintaining a safe working site shall be the Contractor's, and the City undertakes no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws.

Section 14.04. Working Limits and Regulations.

Contractor shall confine his apparatus, storage and materials, and construction operations to such limits as may be directed by the Project Manager, and shall not unreasonably encumber the project site or adjacent areas with his materials and/or equipment.

Contractor shall enforce any instructions from the Project Manager regarding signs, advertising, fires, danger signals, barricades, and/or smoking.

Section 14.05. Protection of Existing Improvements.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the work, normal maintenance due to use by City employees or the public excepted.

All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction.

All damage shall be replaced, repaired, and restored to its original condition without additional cost to the City.

Section 14.06. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from Contractor's operations and shall not be obliterated or obscured by his equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it be necessary to block a street or sidewalk, Contractor shall first notify the Project Manager and the police and fire agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 14.07. Security of the Site.

Contractor shall take such steps as are necessary to adequately secure the site at such times as workers are not present on the site. At the Project Manager's request, Contractor shall meet with representatives of the police and fire agencies with jurisdiction, and shall comply with reasonable requests by such departments to secure the site.

Contractor's attention is directed to the Special Provisions regarding requirements for fencing the site, gates, and screening.

Section 14.08. Watchmen.

Contractor may, at his option and his expense, provide night watchmen for the work. The facilities for such watchmen shall be subject to approval of all agencies with jurisdiction, and this contract shall not constitute the approval by any City department with jurisdiction of the facilities proposed by the Contractor.

Section 14.09. Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

ARTICLE 15. PROTECTION OF ADJACENT PROPERTY.

Section 15.01. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the work.

Prior to excavation, Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall send the Owner and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work, and the protective measures being taken by the Contractor. The notice shall also specify that any person receiving such notice who has questions regarding it may contact the Project Manager.

Whenever any notice is required to be given to any adjoining or adjacent landowner or occupant, utility, governmental agency or other party before commencement of any work, such notice shall be given by the Contractor with a copy delivered to the Project Manager.

The Contractor shall, at the instruction of the Project Manager, meet with any recipient of such notice to explain and discuss the proposed work. The Project Manager may make such modifications to the Contractor's proposed working methods as described in the notice as are required to comply with this article, and Contractor shall make such modifications without cost to City.

Section 15.02. Fire Protection.

Contractor shall take all steps necessary to protect all structures from fires and sparks originating on the work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

Contractor shall notify the Project Manager and the fire department prior to disconnection of either water or electrical service to the site, and shall comply with the fire department's instructions regarding fire safety.

Contractor shall provide fire extinguishers as necessary to protect the site and adjacent structures at all times.

Section 15.03. Indemnity for Losses to Adjacent Property.

Contractor shall defend, indemnify, and save harmless the City from any damages on account of any cause, including settlement and/or the loss of lateral subjacent support of adjoining property, damage to utilities' or governmental agencies' equipment or installations, and from all loss or expense and from all damages for which the City may be liable as a consequence of such injury or damage to adjoining or adjacent property and/or structures, or equipment or installations, including those owned by the City of Rocklin.

Any damage arising from or in consequence of the performance of this contract to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the City, if the owner thereof consents.

If, in the opinion of the Project Manager, the best interest of the City requires such repair to be made prior to the execution of any further work, the Project Manager will so notify the Contractor who shall delay or discontinue that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable and no extension for time of completion of this contract will be granted therefor.

Upon the failure of the Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the work, the City shall do such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment.

Section 15.04. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the City, is authorized and shall act at the Contractor's discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of such action. Contractor immediately shall notify the Project Manager of such actions, and thereafter shall comply with any instructions issued by the Project Manager.

ARTICLE 16. CONDUCT AND PROSECUTION OF THE WORK.

Section 16.01. Basic Standard.

The Contractor shall take and assume full responsibility for all aspects of the satisfactory and faithful performance of the work in accordance with the Contract Documents.

Section 16.02. Surveys.

The City will establish all required reference benchmarks and lines adjacent to the work. From the information thus provided, the Contractor shall develop and make such additional surveys as are required for construction, such as slope stakes, batter boards, stakes for pipe and other utility locations, and other working points and lines and elevations.

Benchmarks, baselines, property boundaries, line and grad hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of reestablishing them if they are disturbed.

The Contractor shall notify the Project Manager in writing at least ten (10) days prior to the time he will commence work on any part of the construction requiring surveys to be commenced by the Project Manager.

Section 16.03. Layout Work.

Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels, and grade stakes at the beginning of the project. The exact locations of all partitions shall be laid out on forms, walls, and flooring, as the work progresses. It is the Contractor's responsibility to exercise due care to verify all dimensions shown on the drawings before laying out the work.

The proper placement of the project on the site and the components within the structure is the Contractor's sole responsibility.

Section 16.04. Contractor's Equipment.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods, and those of all subcontractors on the site.

Section 16.05. Clearing Obstructions.

Unless specified otherwise, the Contractor shall clear all obstructions and prepare the site for the construction. Contractor shall verify dimensions and scale of all plans, and check all dimensions and levels shown thereon against the site after it is graded and prepared for construction.

Section 16.06. Dust Control.

Contractor shall at all times control dust originating from the work done, by sprinkling as needed and shall follow the Project Manager's directions in this regard.

Section 16.07. Existing Conditions Shown on Drawings.

Any investigations conducted by the City of existing conditions on the site are made for the purpose of design only, and there is no guarantee either express or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions might not occur.

Where investigations of subsurface conditions have been made by the City in respect to foundation or other subsurface structure design, such information represents only the statement by the City as to the character of materials which actually have been encountered during the investigations, and is only included for the convenience of bidders.

Section 16.08. Discovery of Unknown Conditions, Change Orders.

The Contractor shall promptly, upon discovery, and before the site is disturbed further, notify the Project Manager of any existing or latent condition at the site differing materially from those indicated on the Contract Documents, or physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered in work of this type.

The Project Manager promptly shall investigate, and if he finds the conditions do materially and substantially differ, and such differences cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the work, he shall process a change order pursuant to Article 17 hereof.

No claim for extra compensation or time by Contractor for conditions described herein shall be allowed unless Contractor has given the notice required by this section.

Section 16.09. Equipment and Methods.

Only equipment and methods suitable to produce the quality of work required shall be permitted by the Contractor to operate on the work. If any part of the Contractor's plant, equipment, or methods of execution of the work are determined by the Project Manager to be unsafe or inadequate to deliver the required quality or rate of progress of the work, the Project Manager may order the Contractor to improve his facilities or methods, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Project Manager to issue such orders shall relieve the Contractor from his obligation to perform the work as required by the Contract Documents.

Section 16.10. Approval of Contractor's Plans.

The approval by the Project Manager of any drawing or method of work proposed by the Contractor shall not relieve the Contractor of his responsibility for compliance with the Contract Documents and shall not constitute any assumption of risk, responsibility, or liability by the City or any officers or employees thereof.

The Contractor shall have no claim for modification to this contract or the time within which the project is to be completed as a result of the failure or partial failure of inefficiency of any plan or method approved by the Project Manager. The Project Manager's approval shall be construed only to mean that the City has no objections to the Contractor using, upon the Contractor's own full responsibility, the plan or method so proposed.

Section 16.11. Temporary Facilities and Services.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone, electric, gas, and water service to the site during construction at his sole cost and expense. Contractor shall not connect to fire hydrants for construction water without the previous written consent of the fire department with jurisdiction.

Contractor shall comply with all requirements of federal and state law and Rocklin City ordinances regarding the placement of temporary facilities on the site, and the City shall not be deemed by this specification to have consented to such placement.

Section 16.12. Proof of Compliance with Contract.

In order that the Project Manager may determine compliance with the requirements of the Contract Documents which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Project Manager, submit such documents or other satisfactory proofs as required by the Project Manager to demonstrate compliance by the Contractor with the Contract Documents.

Section 16.13. Coordination of Work.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the work. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies will result nor unnecessary delays occur.

If completion is delayed because of any acts or omission of any subcontractors, the Contractor shall on that account have no claim against the City for extra compensation or time.

Section 16.14. Joining Work.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in a good and workmanlike manner. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the City.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various contractors or subcontractors, without cost to the City.

The City shall not be responsible for any damages suffered or costs incurred by the Contractor or any other contractor, subcontractor, or worker, resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the work, or caused by any decision by the City respecting the order of precedence in the performance of the contracts awarded for the completion of the work.

The Contractor shall be responsible to other contractors or City forces engaged in work on the site or adjacent thereto for all damages to their work, or persons employed thereon, or delays to their work, resulting from Contractor's failure to complete the work within the time for completion. Contractor shall adjust and coordinate his work with that of others so that no discrepancies result in the whole work, and shall defend and indemnify the City from all claims arising therefrom.

ARTICLE 17. CHANGE ORDERS.

Section 17.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written change order from the City stating that the extra work or change is authorized, and no claim for any addition to the contract sum or time for completion shall be valid unless so ordered; provided, however, that nothing in this article shall excuse Contractor from proceeding with the prosecution of the work so changed. Contractor shall, when required by the Project Manager, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.

Any such change order shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified.

Section 17.02. Change Orders Authorized.

Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Adjustments, if any, and the amounts to be paid to Contractor by reason of any such change, addition, or deletion, shall be determined by one or more of the following methods:

- A. By a lump sum proposal by the Contractor accepted by formal action by the City; and/or
- B. By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the City and the Contractor.
- C. By such other method approved by the City.

Section 17.03. Minor Change Orders by City Manager.

The City Council of the City of Rocklin has authorized the City Manager to order minor changes or additions in the work being performed under construction contracts.

This authorization allows any change or addition in the work to be ordered in writing by the City Manager when the extra cost to the City for each change or addition does not exceed 15% and when the total of all such changes or additions does not exceed 15%.

Section 17.04. Change Orders Regarding Time for Completion.

Any time extension authorized by the City pursuant to Article 3 hereof shall be set forth in a change order issued by the City Council.

Section 17.05. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce their liability on the bonds.

The City reserves the right to require additional payment or performance bonds to secure a change order.

ARTICLE 18. INSPECTIONS.Section 18.01. Access for Inspection.

The Project Manager, the Project Architect, the City Inspector(s), or other employees or agents of the City shall at all times have access for the purpose of inspection to all parts of the work and to all shops wherein the work is in preparation, and Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspectors.

Section 18.02. Inspections.

All work done and all materials furnished shall be subject to the inspection and approval of the Project Manager, either acting personally or through the City Inspector(s).

Any work constructed without required inspection, or not in compliance with the Contract Documents or instructions or orders of the Project Manager shall, upon the instruction of the Project Manager, be uncovered for inspection and properly restored after inspection and approval, at no cost to the City.

Section 18.03. Authority of City Inspector; Stop Work Notices.

The designated City Inspector shall be considered to be a representative of the Project Manager. It is his duty to inspect those portions of the work to which he is assigned.

The City Inspector shall have the authority to order the work entrusted to his inspection stopped if he determines that the work is proceeding in violation of the Contract Documents or any orders issued by the Project Manager.

Upon issuing a stop work notice, the City Inspector immediately shall notify the Project Manager, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager shall be final. The Contractor shall thereafter comply with the instructions of the Project Manager regarding corrections needed to cure the defect. The superseded work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Project Manager. The Contractor shall not be entitled to an extension of time in the event of such suspension of work.

Section 18.04. Effect of Inspections.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any of his obligation to fulfill the contract as required by the Contract Documents.

Any work, materials or equipment not meeting the requirements and intent of the Contract Documents may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefor may have been made.

Section 18.05. Inspection of Completed Work.

Should the Project Manager determine that it is necessary or advisable to make an inspection of work already completed at any time before final inspection and acceptance of the work, by removing or exposing the work, Contractor shall, upon instruction of the Project Manager, promptly furnish all necessary facilities, labor, and materials to do so. If such work is found to be defective in any respect due to the fault of Contractor or any subcontractor, Contractor shall defray all expenses of such examination and replacement shall be allowed Contractor and a change order shall be issued.

Section 18.06. Notice to City of Inspection.

Where the Contract Documents, instructions by the Project Manager, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The contractor shall give notice to the Project Manager at least two (2) days in advance of the readiness for inspection.

Section 18.07. Authority of Project Manager.

The Project Manager shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the manner of performance and the rate of progress of the work; all questions as to the interpretation of Contract Documents and specifications; all questions as to the acceptable performance of the contract; and all questions as to the compensation.

Section 18.08. Building Inspectors.

The Contractor shall provide access to building inspectors from the jurisdiction in which the project is located. Such building inspectors shall inspect the project for compliance with the applicable building, mechanical, fire and electrical codes.

In the event the Project Manager is an independent contractor of the City, such building inspectors will be independent of the Project Manager and the City Inspectors, and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the building inspectors with jurisdiction, and if such building inspector reports a violation of any code within his jurisdiction, the Contractor immediately shall notify the Project Manager.

ARTICLE 19. PUBLIC UTILITIES.

Section 19.01. Utilities Used During Construction.

Contractor shall provide and pay for all necessary water, gas, and electricity required for all trades employed in the performance of this contract. Contractor shall also provide and pay for at least one, and if ordered by the Project Manager, more than one, telephone to be located on the site, and which shall be the primary means of communication between the Project Manager and the Contractor. Said telephone shall be made available to the City Inspector in the performance of his duties, without cost to the City.

The contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities.

The Contractor shall assume all financial responsibility concerning said utilities.

All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the City during the entire progress of the work. Damage to or unscheduled disruption of existing utilities shall be repaired immediately, at no cost to the City.

The enclosing of such public utility equipment shall be done by the Contractor consistently with the requirements of the utility. Upon completion of the work, the contractor shall remove all enclosures and fill in and leave in a finished condition all openings for such utilities.

Section 19.02. Lighting.

Contractor shall furnish, wire for, install, and maintain temporary electric light where it is necessary to provide illumination for the proper performance and inspection of the work. The lighting shall provide sufficient illumination and shall be so placed and distributed that these specifications can be easily read in every place where said work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the work, available for the use of the Project Manager or City Inspector, whenever required for inspection.

Section 19.03. Permanent Utilities.

The Contractor shall install all permanent utilities called for by the Contract Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. Toilet Facilities for Workers.

The Contractor shall provide and maintain for the duration of the work temporary toilet facilities as required for the workers on the job. Such facilities shall conform to the requirements of the Placer County Health Department, and shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily, and shall pump such facilities as required, to maintain them in a clean and sanitary condition.

ARTICLE 20. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS.

Section 20.01. Basic Standard.

The Contractor shall conduct the work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by Contractor and by all subcontractors on the site.

Contractor shall obtain and keep current all licenses or permits required by the Contractor's State License Law and/or other licenses required to authorize him to perform the work, and shall require all subcontractors to comply with this section.

Section 20.02. Permits.

Unless otherwise provided by the Contract Documents or ordered by the Project Manager, the Contractor shall obtain all permits, licenses, and/or entitlements that are required for the performance of the work by all laws, ordinances, rules, regulations, or

orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith, and shall pay all fees lawfully required relating thereto and all costs and expenses incurred on account thereof.

Section 20.03. Compliance with Laws and Regulations.

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by him or under him to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work, or the materials used in the work, or in any way affect the conduct of the work.

Section 20.04. Compliance with Laws and Regulations Indemnity.

Contractor shall save harmless, defend, and indemnify the City and all of its officers, agents, and employees against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order, or decree, whether by himself, his agents, employees, or his subcontractors or their agents or employees.

Section 20.05. Specific State Laws and Regulations.

In addition to the general requirements set forth above, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public buildings, including, without limitation, the following:

1. The California Health & Safety Code and all applicable administrative code regulations adopted pursuant thereto.
2. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.
3. Title XIX of the California Administrative Code entitled "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety."
4. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. of materials, machinery, and building appurtenances as therein set forth.

5. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.

All of the above laws and regulations are expressly incorporated in this contract, and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is Contractor's responsibility to inform himself regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his sole cost, expense and risk.

Section 20.06. Compliance with Conditions of Permits.

Contractor shall conduct the work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the work by the Contractor, whether or not such permits or entitlements are incorporated by the Contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the work and incorporated in the project to avoid or mitigate the environmental effects of the project, pursuant to the California Environmental Quality Act, and such conditions imposed on use permits issued by any agency with jurisdiction.

It shall be Contractor's responsibility at all stages, from bidding through final completion, to inform himself of the requirements of any such permits.

Contractor's attention is directed to the Special Provisions setting forth additional requirements, if any, regarding this subject.

ARTICLE 21. PRESERVATION AND CLEANING.

Section 21.01. Protection of Work.

The Contractor shall protect and preserve the work from all damage or accident, and shall at his cost provide any temporary roofs, window and door coverings, enclosures, boxings, or other construction as required by the Project Manager for this purpose.

Section 21.02. Periodic Cleaning of Project.

The Contractor shall properly clean the work and the worksite as it progresses, and from time to time shall remove all dirt, debris, waste, rubbish, and implements of service from the project and the working area.

Contractor, at his sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefor emptied at frequent enough intervals so that waste does not overflow the containers.

Section 21.03. Final Cleaning of Project.

Prior to final acceptance, the Contractor shall thoroughly clean the interior and exterior of the work, and the site and adjacent areas, including fixtures, equipment, floors and hardware, and shall remove all fingerprints, plaster spots, stains, paint spots, and accumulated dust and dirt. Such cleaning shall include all windows, window sills and ledges, horizontal projections, porch floors, steps, rails, sidewalks, carpets, and other surfaces where debris may have collected, and all plumbing fixtures and unpainted metal.

All temporary labels, tags, and coverings shall be removed. Surfaces that are waxed shall be polished.

Such final cleaning will not be accepted unless the project is in all respects ready to occupy without further cleaning by City forces.

ARTICLE 22. OCCUPANCY BY CITY.

Section 22.01. Use of Completed Work.

Whenever, in the opinion of the City, the work or any part thereof, is in a condition suitable for use, and the best interests of the City require such use, the City may take possession, connect to, and open for public or City use the work or any part thereof.

Section 22.02. Repairs or Renewal in the Work.

Prior to the date of final acceptance of the work by the City, all necessary repairs or renewals in the portion of the work occupied pursuant to Section 22.01 hereinabove, or part thereof, made necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted, shall be made at the expense of the Contractor.

Section 22.03. Effect of Occupancy.

The occupancy by the City of the work or any part thereof as contemplated in this article shall in no case be construed as constituting acceptance by the City of the work or any part thereof. Such use shall neither relieve Contractor of any of his responsibilities under the Contract Documents, nor act as a waiver by the City of any of the terms and/or conditions of the Contract Documents.

Section 22.04. Coordination with Other Activities.

In the event that the building, or any portion of the site is occupied by the City during the work, it shall be the responsibility of the Contractor to conduct his operations so as not to unreasonably interfere with the use of the occupied portions by the City.

The Contractor shall submit periodic schedules to the Project Manager proposing the times, areas, and types of work to be done within such areas. The Project Manager shall approve, conditionally approve, or reject such schedule, and the Contractor shall comply with the Project Manager's instruction.

In the event that the work produces conditions rendering uninhabitable the portions of the building, the site, or other areas occupied by the City, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the Project Manager may order the work ceased, or modifications to the schedule, and the Contractor shall comply.

Unless specified to the contrary in a change order, the Contractor shall be entitled to no time extension nor increase in the contract price by virtue of conflicts between the Contractor's work and the occupancy by the City of portions of the project, the site, or other areas, and resulting stop work orders issued pursuant to this section.

ARTICLE 23. PROGRESS PAYMENTS.

Section 23.01. Submission of Monthly Progress Payment Claims.

On or before the seventh (7th) day of each month, Contractor shall prepare and forward to the Project Manager a statement in writing, detailing the following work done during the preceding month:

A. The units of work completed during the preceding month, with reference to the progress schedule approved pursuant to Article 3, and the date of inspection and acceptance thereof.

- B. The portion of the progress claim attributable to such units of work.
- C. All acceptable materials furnished and delivered to and stored on the site for use in the performance of the work, but not yet incorporated in the work.
- C. All acceptable materials furnished and delivered to and stored on the site for use in the performance of the work, but not yet incorporated in the work.
- D. The value of such materials, with reference to the schedules of value provided pursuant to Article 3 hereof.
- E. The date of inspection and acceptance by the City of any such materials.

Such claims shall be executed by the Contractor under penalty of perjury.

If the Contract Documents require the sampling and testing of any such materials or labor, the claim shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

The Project Manager shall verify all such progress payment claims and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the Project Manager to enable verification of a claim for a progress payment.

The Project Manager shall verify the claims for progress payments by use of the schedule of work and value of materials presented by the Contractor pursuant to Article 3 hereinabove.

Section 23.02. Payment; Withholds.

Upon approval of a claim for progress payment by the Project Manager, such claim shall be paid; provided, however, that the following amounts shall be withheld as security:

- A. Up to ten percent (10%) of the value of the work done;
- B. Up to ten percent (10%) of the value of the acceptable materials delivered to the site but not yet incorporated in the work.

On or before the thirtieth (30th) day of each month, the City shall pay to Contractor, while Contractor is carrying on the work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous

payments and all sums to be retained under the provisions of law or of the Contract Documents.

No such statement by the Contractor nor payment by the City shall be construed to be an acceptance by the City of any defective work or improper materials.

Section 23.03. Posting Securities in Lieu of Withholds.

Pursuant to Public Contracts Code section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank in California as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Alternatively, at the request and expense of the Contractor, the security withheld shall be paid by City directly to the escrow agent, as provided in Section 22300.

Securities eligible for investment under this section shall include those authorized by Section 22300.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Section 23.04. Retaining Additional Amounts; Grounds.

In addition to the amounts which the City may withhold as provided in section 23.02, the City shall retain a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in the sole discretion of the City as may be necessary to protect the City in the event of the following:

1. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the project pursuant to the Contract Documents;
2. For defective work not remedied;
3. For failure of the Contractor to make proper payments to any of his subcontractors;
4. For the occurrence of reasonable doubt that the contract can be completed for the balance of payments then unpaid to the contractor, or the time remaining until the agreed completion date;

5. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any City representative authorized to have given such instruction;

6. For claims and/or penalties which state law assesses against the Contractor for violation of such law;

7. For any claim or penalty asserted against the City by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;

8. For any reason specified elsewhere in the Contract Documents as grounds for a retention.

In order to adequately protect the City, the Contractor agrees that the basic standard to determine the amount of retention pursuant to this section shall be one hundred twenty-five percent (125%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that City retains the authority to retain greater sums should such sums be necessary in the City's discretion to adequately protect it.

The City retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

Section 23.05. Disbursement of Withheld Amounts.

The City, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. The Contractor agrees and hereby designates the City as his agent for such purposes, and any payment so made by the City shall be considered as a payment made under this contract by the City to the Contractor. The City shall not be liable to Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The City shall render to the Contractor a proper accounting of any such funds disbursed on behalf of the Contractor.

Prior to applying such amounts as stated hereinabove, City shall afford Contractor an opportunity to present good cause, if any he has, why the claim or claims in issue are not valid or just claims against the Contractor. The City then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. Correction of Statement and Withholding of Payment.

No inaccuracy or error in any statement provided by Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such work, or from any obligation imposed by the Contract Documents. The City shall retain the right subsequently to correct any error made in any previously issued claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to Contractor shall operate in any way to relieve Contractor from his obligations under this agreement. Contractor shall continue diligently to prosecute the work without reference to the payment, withhold, or retention of any progress payment. The payment, withhold, or retention of any progress payment shall not be grounds for an extension of time within which the Contractor is obligated to complete the contract.

ARTICLE 24. FINAL INSPECTION.

Section 24.01. Notice of Final Inspection.

When the work is completed, the Contractor shall request a final inspection. Within ten (10) days of the receipt of such request, the Project Manager shall make a final inspection. The Contractor or his representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

Section 24.02. Punch List.

The Project Manager shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list.

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the Project Manager.

The Project Manager is not authorized to amend the contract by use of the punch list; it is provided solely for the benefit of the contractor to enable him to determine what items must be corrected before final acceptance will be recommended by the Project Manager. The City reserves the right to require compliance with the contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the work still does not comply with the Contract Documents, the City reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any work not completed in accordance with the Contract Documents, but accepted by the City, without the issuance of further punch lists.

ARTICLE 25. ACCEPTANCE AND FINAL PAYMENT.

Section 25.01. Contractor's Request for Final Payment.

When he determines that the contract is complete and all items on the punch list have been satisfied, or he contends that such items are not required by the Contract Documents, the Contractor shall submit a request for final payment.

Section 25.02. Additional Submissions.

Simultaneously with the Contractor's request for final payment, the Contractor shall submit the following items to the City:

A. Contractor shall submit his declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in detail in the declaration.

B. Contractor shall submit a complete and accurate set of as-built drawings prepared by the Contractor pursuant to section 4.06 hereof.

C. Contractor shall submit his guarantee pursuant to Article 26 hereof.

D. Contractor shall submit his warranty and maintenance bond, as provided in section 2.04 hereof, securing paid guarantee pursuant to Article 26 hereof.

E. Contractor shall submit proof acceptable to City of Proper release from all claims regarding patents and/or copyrights pursuant to section 6.09 hereof.

F. The contractor shall submit five (5) sets of description completely covering the operation and maintenance of the mechanical and electrical installation. The descriptions shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. Such description shall be divided logically into "systems" on the basis of operation without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

Section 25.03. Project Manager's Final Estimate and Final Payment.

Upon receipt of the submittals required by this article, the Project Manager shall prepare an estimate of the sum due to Contractor. Said estimate shall take into account the contract price, as adjusted by any change orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages, and for any other cause under the contract.

The Project Manager shall transmit the Final Estimate to the Contractor for approval. If both parties agree, the Project Manager, after verification of completion of work and receipt of a warranty bond, shall release the final payment less the retention amounts.

Acceptance by the Contractor of the final payment shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the Contract, and the payment so accepted by the Contractor thereupon shall become a complete settlement between the City and the Contractor.

Section 25.04. Intentionally Left Blank.

Section 25.05. Recordation of Notice of Completion and Acceptance of Contract.

Acceptance of the work by the Director of Public Services and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the work shall then be fully and satisfactorily completed and the provisions of the contract documents fully and satisfactorily performed in all respects. The City reserves all rights provided by law and/or the Contract Documents if the work is not fully satisfactory.

Section 25.06. Notice of Completion.

Within thirty-five (35) days after the recordation of the Notice of Completion, the City Clerk shall present proof of recordation of the Notice of Completion to the Project Manager.

Section 25.07. Retention Release.

Following receipt of said proof of recordation of the Notice of Completion from the City Clerk, the Project Manager shall issue the release of retention pursuant to the final engineer's estimate, less retentions due to stop notices as provided in section 25.08 below.

Section 25.08. Retentions for Stop Notices.

The City may, in its sole discretion, and at any time, retain out of any money due the Contractor any unpaid claims alleged in stop notices filed pursuant to Civil Code section 9000 et seq.

The City retains all remedies it may have in the event of a stop notice dispute, including the right to proceed with the stop notice procedure set forth in the Civil Code or to seek immediate judicial relief through the stop notice procedure or any other applicable judicial procedure.

The basic standard to determine a sufficient retention in the event of a stop notice shall be one hundred twenty-five percent (125%) of the total of all stop notices timely filed; provided, however, the City retains the right to retain different or greater sums should such retention become necessary in its discretion.

Section 25.09. Non-Waiver.

Neither acceptance of nor payment for the work or any part thereof, nor any extension of time, nor any possession taken by City shall operate as a waiver of any of the provisions of this contract, nor shall a waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. In addition, recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this agreement.

ARTICLE 26. GUARANTEES.

Section 26.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the work for a period of one (1) year from and after the recordation of the Notice of Acceptance. Such guarantee shall be made on the form provided, as set forth in section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this contract in all respects.

Section 26.02. Form of Guarantee.

The guarantee required by this article shall provide as follows:

The _____ hereby unconditionally guarantees that work performed pursuant to the Guest Services Main Steel Building at the Rocklin Adventure Park has been done in accordance with the requirements of the contract therefor and further guarantees the work of the

contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the contract, unless a longer guarantee period is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all work, together with any adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Rocklin, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Rocklin, of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the City of Rocklin to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Rocklin, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Rocklin's rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Rocklin's rights on such contract.

CONTRACTOR'S SIGNATURE

(Corporate Seal)

ARTICLE 27. CITY'S RIGHT TO TERMINATE CONTRACT.Section 27.01. Termination for Cause.

The City may terminate the contract, pursuant to the provisions of this article, for the following causes:

A. The Contractor has been adjudged bankrupt or has made a general assignment for the benefit of creditors, or that a receiver has been appointed on account of the insolvency of the Contractor.

B. If the Contractor or any of his subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the progress schedule approved by the City; except in cases for which extensions of time previously have been authorized.

C. If the Contractor or any of his subcontractors should fail to make prompt payment to subcontractors or materialmen for material or for labor.

D. If the Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of the City.

E. For failure by the Contractor to provide and keep in full force and effect all insurance required by Article 2 hereof, and to cause all subcontractors to so comply.

Section 27.02. Termination for Cause – Procedure.

Upon the certification of the Project Manager that sufficient cause exists to justify the termination, the City Council may, without prejudice to any other right or remedy of the City, give written notice to Contractor and his surety or sureties of its intention to terminate the contract.

Unless within seven (7) days of the giving of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, the contract shall, upon the expiration of the said seven (7) days, cease and terminate.

In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within fourteen (14) days after service of the notice of termination, does not commence performance of the contract, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his sureties shall be liable to the City for any excess costs occasioned by the City thereby. In such event,

the City may, without liability, take possession of and utilize in completing the work, such material as may be on the site of the work and necessary therefor. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Section 27.03. Reconstruction in the Event of Loss.

In the event of a partial or total destruction of any or all of the work or materials to be provided pursuant to this agreement, at any time prior to the final completion of the contract and the final acceptance thereof by the City, the Contractor promptly shall reconstruct, repair, replace, or restore, all work or materials so destroyed at no cost to the City.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties.

This section shall not apply if the destruction is by an "Act of God" as defined in Government Code section 4151(b).

Section 27.04. Option in Event of a Loss.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God" as defined above, the City shall have the option, at its sole discretion, to terminate this contract.

Section 27.05. Provisions for Termination of Contract.

This contract is subject to termination as provided by sections 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

Section 27.06. Termination for Convenience.

City may terminate this Contract at any time at its convenience by giving notice in writing to Contractor, which notice shall state that it is a notice of termination for the convenience of City and shall specify the effective date of termination. Contractor shall promptly submit its termination claim to City. The parties shall negotiate a just and equitable termination settlement to be paid Contractor, which shall be based on actual costs and expenses accrued to the express date of termination plus a reasonable

termination fee in an amount not to exceed ten percent (10%) of such costs and expenses. Amounts previously paid to Contractor shall be credited against any amounts determined to be due to Contractor pursuant to this section. Upon receipt of the notice of termination, Contractor shall immediately cancel its outstanding orders for procurement of materials, supplies and other miscellaneous goods.

ARTICLE 28. ADDITIONAL PROVISIONS.

Section 28.01. Conflict of Interest.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the project, or any land acquisition in connection with the project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise an executive, supervisory, or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 28.02. Notices.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner: If the notice is given to the Project Manager, it must be personally served at his offices, or by depositing the same in the United States mails in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown in the instructions to the bidders.

To be effective, a copy of such notice shall also be served or mailed to the Project Manager at the address shown in the instructions to bidders.

If the notice is given to Contractor, it must be by personal delivery thereof to Contractor or to Contractor's superintendent at the site of the work, or by depositing the same in the United States mails, in a sealed envelope, addressed to the Contractor at the place designated in the bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States mails, in a sealed envelope, addressed to such surety or other person at the address last communicated by him to the City. Copies of all such notices shall be delivered to Contractor.

Section 28.03. No Verbal Agreements.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 28.04. Examination of Proposed Project Location and Contract Documents.

Contractor certifies and agrees that prior to bidding, he carefully examined the location of the project, that he carefully reviewed the Contract Documents, and that he is fully aware of all the work called for by the Contract Documents, the nature of the site, and the requirements of all specifications including these general conditions.

Section 28.05. Notice of Potential Claims; Appeal of the Determination of Claim.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the City or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless the Contractor shall have given the City written notice of the potential claim as specified herein.

The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the City prior to the time that the Contractor shall have performed the work giving rise to the potential claim, if based on an act or failure to act by the City, or in all other cases within fifteen (15) days after the happening of the event, thing, or occurrence giving rise to the potential claim, or following service of the Project Manager's statement of final inspection. The Director of Public Services shall review the claim and all supporting information and documentation and render a decision in writing, setting forth the reasons and findings for the decision, to accept, accept in part, or deny the claim, within fifteen (15) days after receipt of the notice of claim.

It is the intention of this section that differences between the parties arising as a result of performance of the contract shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act,

failure to act, event, thing, or occurrence, for which no written notice of claim was filed as required by this section.

This section shall not supersede, but shall be superseded by, any provisions of these Contract Documents which specifically set forth the procedure for the Contractor to give notices of claims to the City in any particular case.

If the Contractor contests the decision of the Director of Public Services, the Contractor may appeal the decision to the City Manager. The contractor shall file the appeal with the City Clerk within seven (7) calendar days following receipt of the decision of the Director of Public Services. The appeal shall include a statement setting forth in detail all grounds alleged by the Contractor supporting their appeal of the Director's decision. Failure to file the appeal in a timely manner shall constitute a waiver and acceptance by the Contractor of the decision on the claim by the Director of Public Services. The decision of the City Manager on the claim shall be final.

Section 28.06. Public Contract Code Section 9204.

Public Contract Code section 9204 requires that contracts entered into on or after January 1, 2017, there is a claim resolution process applicable to any claim by a contractor in connection with a public works project. The section defines a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

The City is required, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The 45-day period may be extended by mutual agreement. Any payment due on an undisputed portion of the claim is to be processed within 60 days, as specified. The City may deem the claim rejected in its entirety if the public entity fails to issue the written statement.

If the claimant disputes the City's written response or if the City fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. Any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. According to the statute, unpaid claim amounts accrue interest at 7% per annum. The statute sets forth a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

A waiver of these rights is void and contrary to public policy, except as specified. The statute does not impose liability on a public entity that makes loans or grants available

through a competitive application process, for the failure of an awardee to meet its contractual obligations.

The above language is a summary only; the entire text of section 9204 is set forth below.

Public Contract Code Section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or

nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually

agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Section 28.07. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action such Contractor or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

Section 28.08. Contractor Not Agent, Nor Employee.

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the City of Rocklin for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the City of Rocklin.

d:\legal\engineering\public works\public works bid documents\general conditions 12/20/16

**NOTICE TO CONSULTANT OF DISCLOSURE OBLIGATIONS UNDER THE
CALIFORNIA POLITICAL REFORM ACT
PBM Construction, Inc./Guest Services Main Steel Building At
The Rocklin Adventure Park**

The Political Reform Act ("PRA") (Government Code §81000, et seq.) provides that "no public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." (Government Code §87100.) In addition, the Act requires every public official to disclose those economic interests that could foreseeably be affected by the exercise of his or her duties.

The term "public official" includes consultants. (Government Code §82048.) The PRA regulations (2 CCR 18700.3) defines consultants to include an individual who makes certain described governmental decisions, or, who serves in a staff capacity with the agency and in that capacity performs the same or substantially all of the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code. A copy of Regulation 18700.3 is attached for your reference.

It is not the business or firm providing services to the City that is considered the consultant. The individuals working for the firm who provide the services are considered the consultants. These individuals must file Statements of Economic Interest based on their personal financial interests and are subject to disqualification and other laws affecting public officials.

Because not all consultants participate in making decisions on behalf of the City in a manner covered by the Political Reform Act, the City does not amend its Conflict of Interest Code each time a consultant is hired. Instead, consultants are included generically in the City's Conflict of Interest Code as designated employees.

Under the law, it is the responsibility of each individual who will be providing services under the agreement to file an Assuming Office Statement, an Annual Statement, and a Leaving Office Statement if he/she determines the work being done under contract with the City qualifies the individual as a "consultant" within the meaning of the law.

Prior to commencing work under this agreement, you must notify the Rocklin City Clerk of your determination and request and file the appropriate forms, if necessary. Please complete and sign the form below and return to the City Clerk.

Attachment

legal\administration\conflict of interest notice to consultant

**DETERMINATION OF DISCLOSURE OBLIGATIONS UNDER CALIFORNIA POLITICAL REFORM ACT
PBM Construction, Inc./Guest Services Main Steel Building At
The Rocklin Adventure Park**

I have read this Notice to Consultant of Disclosure Obligations under the California Political Reform Act and have determined that (check one):

_____ By virtue of the work that I will perform under this Consultant Services Agreement, I am a public official within the meaning of the Political Reform Act. Enclosed is my Assuming Office Statement (Form 700).

_____ Under this Consultant Services Agreement, I will not be performing the duties of a public official/consultant within the meaning of the Political Reform Act.

Dated: _____

(Name of Consultant)

By: _____
(Signature)

(Type Name)

(Address)

(Address)

CALIFORNIA ADMINISTRATIVE CODE
TITLE 2. ADMINISTRATION
DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION
CHAPTER 7. CONFLICTS OF INTEREST

§18700.3. Consultant, Public Official Who Manages Investments: Definitions.

(a) For purposes of Government Code 82019 and 82048, "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(1) Makes a governmental decision whether to:

- (A) Approve a rate, rule, or regulation;
- (B) Adopt or enforce a law;
- (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- (F) Grant agency approval to a plan, design, report, study, or similar item;
- (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

(b) For purposes of Section 87200, the following definitions apply:

(1) "Other public officials who manage public investments" means:

- (A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;
- (B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and
- (C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (b)(1)(B).

- (c) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.
- (d) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.
- (e) “Management of public investments” means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

BUILDING SPECIFICATIONS

The manufacturer is not responsible for the concrete foundation design. The structure under this contract has been designed and detailed for the loads and conditions stipulated in the contract and shown on these drawings. Any alterations to the structural system or removal of any component parts, or the addition of other construction materials or loads must be done under the advice and direction of a registered architect, civil or structural engineer. The manufacturer will assume no responsibility for any loads not indicated.

This manufactured building is designed with the manufacturer's standard design practices which are based on pertinent procedures and recommendations of the following organizations and codes :

- American Institute of Steel Construction "Specification for the design fabrication and erection of structural steel for buildings".
- American Iron and Steel Institute "Specification for the design of cold formed steel structural members" current edition S100.
- American Welding Society "Structural Welding Code" AWS D1.1
- Metal Building Manufacturers Association "Specification for the design fabrication and erection of the structural system" current edition.

Material properties of steel plate and sheet used in fabrication of primary rigid frames and all primary structural framing members (other than cold-formed sections) conform to ASTM A-529 or A-572 all with a minimum yield point of 55 KSI.

Material properties of cold formed light gage steel members conform to the requirements of ASTM A-653, with a minimum yield point of 55 KSI

High strength bolts and their installation shall conform to ASTM specification A-325 and are designed as bearing type connections with threads included in the shear plane. All high strength bolts are to be installed to the "Snug-Tight" condition as defined by the RCSC Specification for Structural Joints Using A325 or A490 Bolts, 2009 Edition, section 8.1, unless noted otherwise. Crane Building's Rigid Frame shall be installed in accordance with "Turn-of-Nut Pretensioning" per section 8.2.1. Bolts in standard holes do not require washers per section 6. All primary structural members except bolts and fasteners shall receive one coat of Iron Oxide inhibitive primer.

Shop and field inspections and associated fees are the responsibility of the contractor, unless stipulated otherwise.

CONTRACTOR RESPONSIBILITIES

The contractor must secure all required approvals and permits from the appropriate agency as required.

Approval of the manufacturer's drawings and calculations indicate that the manufacturer has correctly interpreted and applied the requirements of the contract drawings and specifications. (AISC 303-10 Code of Standard Practice)

Where discrepancies exist between the manufacturer's structural steel plans and the plans for other trades, the structural steel plans shall govern. (Section 3.3 AISC 303-10 Code of Standard Practice)

Design considerations of any materials in the structure which are not furnished by the manufacturer, are the responsibility of the contractor and engineers other than the manufacturer's engineering, unless specifically indicated.

The contractor is responsible for all erection of steel and associated work compliance with the manufacturer's "For Construction" drawings.

Temporary supports, such as guys, braces, flashwork or other elements required for the erection will be determined and furnished and installed by the erector. (Section 7 AISC 303-10 Code of Standard Practice)

It is the contractor's responsibility to apply or observe all pertinent safety rules and regulations, as per OSHA standards as applicable.

The Contractor is responsible for the verification of all shipments received. Any "external" damage or shortages must be noted on all copies of the bill of lading and one copy is to be retained for your records. Failure to do so will make it impossible for the factory to honor any claim. NO EXCEPTIONS!!!

OLYMPIA STEEL BUILDINGS

DESIGN LOADING

This structure is designed utilizing the loads indicated and applied by the :
CBC 2016

It is the contractor's responsibility to confirm that these loads comply with the requirements of the local building department.

Specific loads : (See structural calculations and foundation reactions.)

- 20 PSF Live Load
- LL Reduction Allowed : Yes No
- 0 PSF Ground Snow Load
- 1.2 Thermal Factor (Ct)
- 1.0 Snow Exposure Factor (Ce)
- Maximum Snow Drift Load: N/A
- 110 MPH Wind Load Exposure C
- 2.2 PSF Dead Load (Metal Bldg. Weight - Purlins, Panels, Etc.)
- 4 PSF Collateral Load
- II Risk Category (I_s= 1.00 I_e= 1.00)

SEISMIC DATA :

- 1) Mapped Spectral Acceleration for Short Period, S_s 0.486
- 2) Site Coefficient, F_a 1.41
- 3) Seismic Design Category = D
- 4) Site Class = D
- 5) Basic Structural System and Seismic Resisting System
Ordinary Moment Frame of Steel
- 6) Frames: R = 3.25
- 7) Cables: R = 3.25
- 8) Analysis Procedure = Equivalent Lateral Force

DRAWING INDEX

- CS-1 Drawings Cover Sheet
- CS-2 Fastener Schedule (Const. Only)
- E1 Anchor Bolt Plan
- E2 Anchor Bolt Details & Reactions
- E3-E4 Rigid Frame Elevation
- E5-E6 Sidewall Framing
- E7 Endwall Framing
- E8 Roof Framing & Sheeting
- E9 Fan Framing Plan
- E10 Sidewall Sheeting
- E11 Endwall Sheeting
- E12-E13 Detail Drawings
- E14 Trim Drawings

These Drawings are for :

- Construction Approval *
- Permit Anchor Bolts & Reactions

* Approval orders must be released for fabrication within thirty (30) calendar days after the submittal drawings are issued or they will be subject to any current price increases. Special attention should be given in approving dimensions and/or details. Please verify requested dimensions by indicating "OK".

The manufacturer is a fabricator approved by the following agencies.

1. QUASAR/CWB GROUP - CAN/CSA A660
certificate # STEBUO
2. INTERNATIONAL ACCREDITATION SERVICE, INC.
Fabricator Inspection Program MB - 100

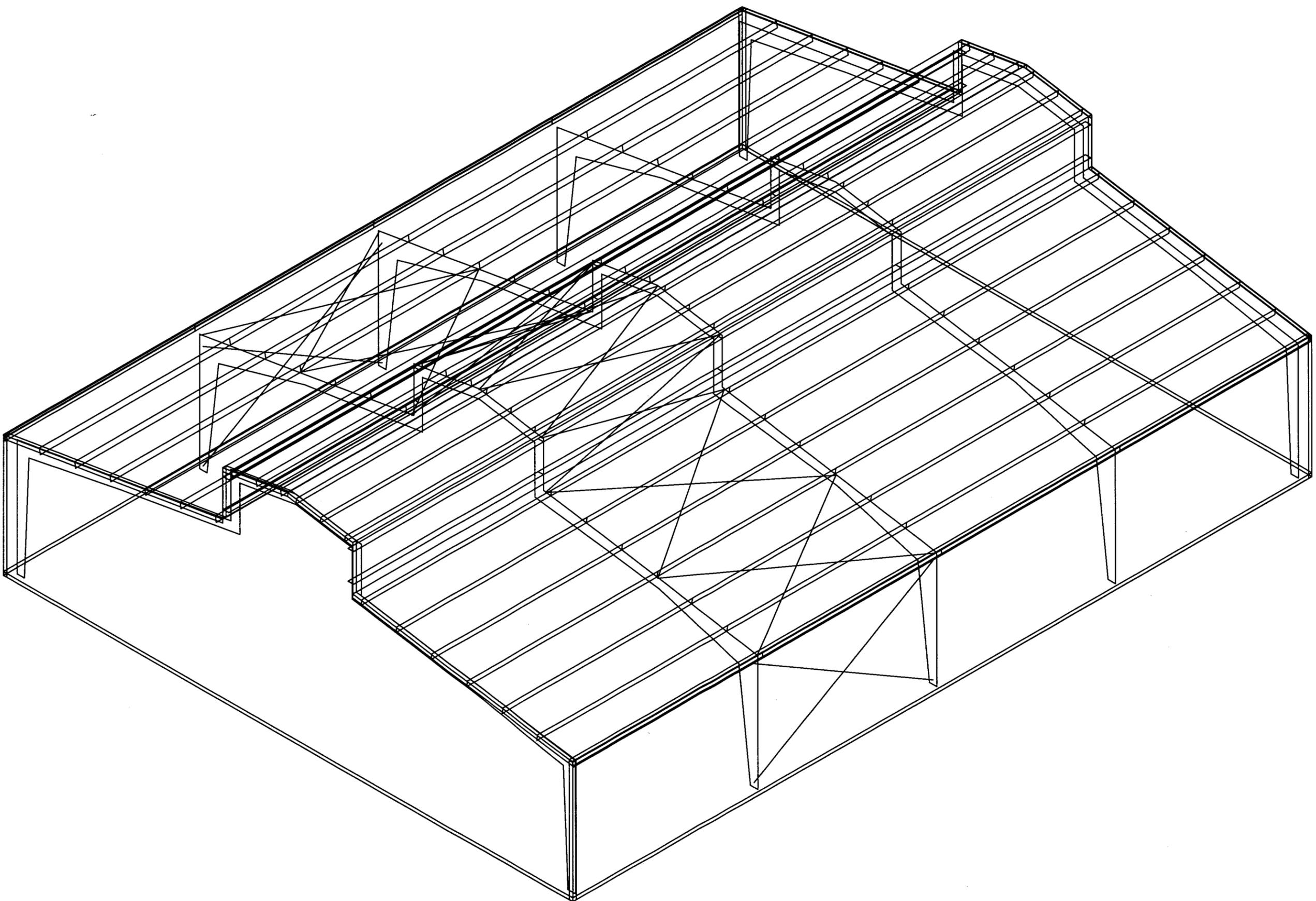


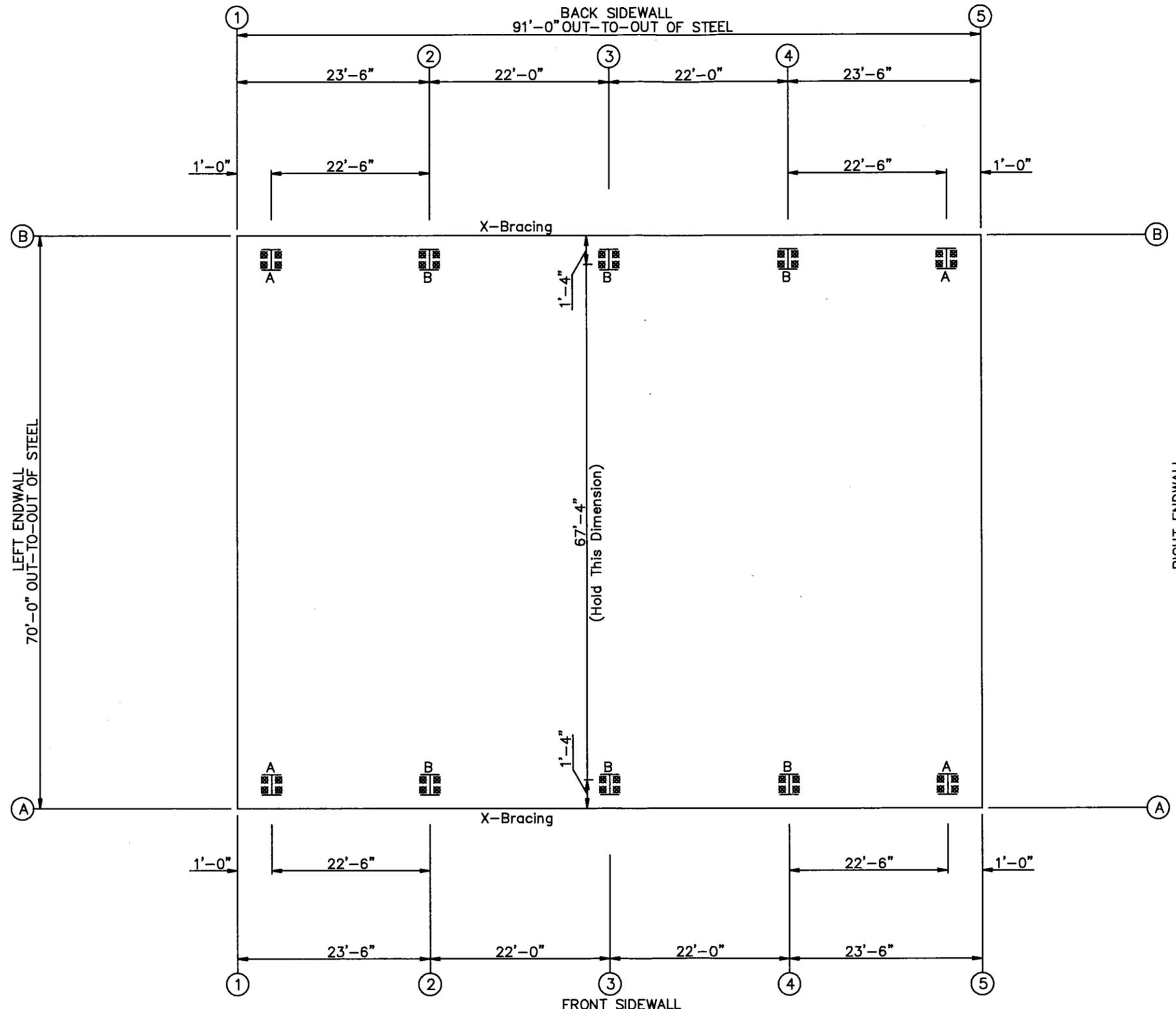
DSN: DAZ	DWN: CN	REV: CN
DET:	CHK:	REVISIONS
		NO. DATE
		1 12/12/17
12/13/2017		SCALE: NOT TO SCALE
DATE: 12/12/17		JOB NO: 20162
SHT. NO: CS-1		

DRAWINGS COVER SHEET

CUSTOMER :
CITY OF ROCKLIN
4081 ALVIS COURT
ROCKLIN, CA 95677
PLACER COUNTY

OLYMPIA STEEL BUILDINGS
400 ISLAND AVENUE
McKEES ROCKS, PA





ANCHOR BOLT PLAN
 NOTE: All Base Plates @ 100'-0" (U.N.)

- ⚠ GENERAL REVISION: 12/12/17 CN
- RAISE EAVE HEIGHT TO 15'-0"
 - ROOF SNOW LOAD CHANGED TO 0 psf
 - COLLATERAL LOAD CHANGED TO 4 psf
 - LEFT ENDWALL DESIGNED TO SUPPORT HSS BEAMS AND WALL PANELS ABOVE 13'-0" (BY OTHERS)
 - BUILDING DESIGNED AS PARTIALLY ENCLOSED
 - BUILDING DESIGNED TO SUPPORT (4) 250 lb BIG ASS FANS
 - PROVIDE C-CHANNEL ON FRAME LINE 1 FOR ATTACHMENT OF PANEL (BY OTHERS)

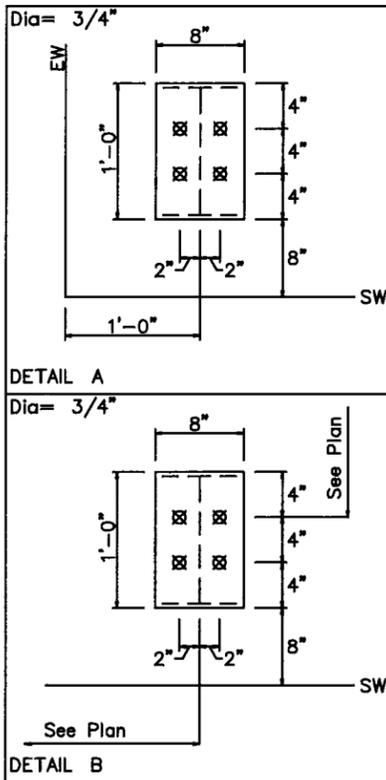
Packet Pg. 958

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.: 20162
Checker:	Date:	Office:	
ANCHOR BOLT PLAN			Sht. E1 of 14



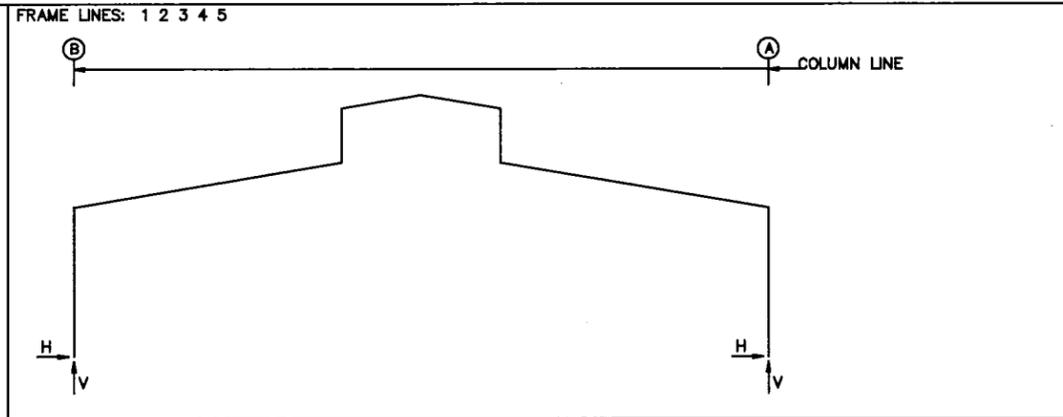
12/13/2017

Agenda Item #25.



GENERAL NOTES

1. FOUNDATION DESIGN AND CONSTRUCTION ARE NOT THE RESPONSIBILITY OF THE BUILDING MANUFACTURER.
2. THE BUILDING REACTION DATA, REPORTS THE LOADS WHICH THIS BUILDING PLACES ON THE FOUNDATION.
3. THE SPECIFIED ANCHOR BOLT DIAMETER ASSUMES ASTM A307. ANCHOR BOLT MATERIAL OF EQUAL DIAMETER MEETING OR EXCEEDING THE STRENGTH REQUIREMENTS SET FORTH ON THESE DRAWINGS MAY BE UTILIZED AT THE DISCRETION OF THE FOUNDATION DESIGN ENGINEER.
4. ANCHOR BOLTS TO BE SUPPLIED BY OTHERS. ANCHOR BOLT EMBEDMENT LENGTH SHALL BE DETERMINED BY THE FOUNDATION ENGINEER.
5. ANCHOR BOLT PROJECTION ABOVE CONCRETE FINISHED SURFACE TO BE 3" UNLESS OTHERWISE NOTED BY FOUNDATION DESIGNER.
6. ANCHOR BOLTS SHALL BE ACCURATELY SET TO A TOLERANCE OF $\pm 1/8$ " IN ELEVATION AND LOCATION. RIGID FRAME BASE PLATES ARE PROVIDED WITH OVERSIZED HOLES PER TABLE 14-2 IN THE AISC STEEL CONSTRUCTION MANUAL APPLICABLE WASHER SIZE TO BE DETERMINED BY FOUNDATION ENGINEER.
7. THE ANCHOR BOLT LOCATIONS PROVIDED BY THE METAL BUILDING MANUFACTURER MAY NOT SATISFY ANCHOR BOLT CONCRETE EDGE DISTANCE REQUIREMENTS DEPENDING ON THE DETAILS OF FOUNDATION DESIGN. IT IS THE RESPONSIBILITY OF THE FOUNDATION DESIGN ENGINEER TO MAKE SURE THAT SUFFICIENT CONCRETE EDGE DISTANCE IS PROVIDED IN THE FOUNDATION DESIGN.
8. MINOR FIELD WORK OF STRUCTURAL SECONDARY AND PANEL/TRIM ITEMS MAY BE NECESSARY TO ENSURE PROPER FIT. SUCH WORK IS CONSIDERED A NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.
9. THIS DRAWING IS NOT TO SCALE.



RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Anc. Bolt Dia	Base Plate Width (in)	Base Plate Length (in)	Base Plate Thick	Grout (in)
1*	B	4	0.750	8.000	12.00	0.500	0.0
1*	A	4	0.750	8.000	12.00	0.500	0.0
1* Frame lines:		1 5					

RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Anc. Bolt Dia	Base Plate Width (in)	Base Plate Length (in)	Base Plate Thick	Grout (in)
2*	B	4	0.750	8.000	12.00	0.500	0.0
2*	A	4	0.750	8.000	12.00	0.500	0.0
2* Frame lines:		2 3 4					

RIGID FRAME: BASIC COLUMN REACTIONS (k)

Frame Line	Column Line	Dead		Collateral		Live		Wind_Left1		Wind_Right1		Wind_Left2	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
1*	B	1.3	2.2	1.7	3.0	5.7	8.6	-10.1	-15.5	-4.4	-11.4	-5.9	-4.2
1*	A	-1.3	2.2	-1.7	3.0	-5.7	8.6	4.4	-11.4	10.1	-15.5	0.2	0.0
2*	B	2.0	3.2	2.8	3.8	10.6	15.6	-14.6	-23.1	-7.0	-17.9	-6.8	-2.5
2*	A	-2.0	3.2	-2.8	3.8	-10.6	15.6	7.0	-17.9	14.6	-23.1	-0.7	2.7

Frame Line	Column Line	Wind_Right2		Wind_Long1		Wind_Long2		Seismic_Left		Seismic_Right		Seismic_Long	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
1*	B	-0.2	0.0	-3.7	-11.5	-4.2	-10.1	-2.8	-1.2	2.8	1.2	0.0	0.0
1*	A	5.9	-4.2	4.2	-10.1	3.7	-11.5	-2.8	1.2	2.8	-1.2	0.0	0.0
2*	B	0.7	2.7	-6.9	-24.5	-7.7	-21.9	-1.4	-0.5	1.4	0.5	0.0	-4.8
2*	A	6.8	-2.5	7.7	-21.9	6.9	-24.5	-1.4	0.5	1.4	-0.5	0.0	-4.8

BUILDING BRACING REACTIONS

Wall Loc	Col Line	± Reactions(k)				Panel Shear (lb/ft)		Note
		Wind Horiz	Wind Vert	Seismic Horiz	Seismic Vert	Wind	Seis	
L_EW	1							(h)
F_SW	A	2,3	6.0	3.7	6.0	3.7		(h)
R_EW	5							
B_SW	B	3,2	6.0	3.7	6.0	3.7		

(h) Rigid frame at endwall

NOTES FOR REACTIONS

Building reactions are based on the following building data:

- Width (ft) = 70
- Length (ft) = 91
- Eave Height (ft) = 15 / 15
- Roof Slope = 2.0:12 / 2.0:12
- Dead Load (psf) = 2.200
- Collateral Load (psf) = 4
- Roof Live Load (psf) = 20.00
- Roof Snow Load (psf) = 0
- Min. Snow Load (psf) = 0.00
- Rain on Snow Load (psf) = 0.00
- Wind Speed (mph) = 110
- Wind Code = CBC 2016
- Wind Exposure = C
- Closed/Open = Partial
- Importance - Seismic = 1.00
- Seismic Design Category = D
- Seismic Coeff (Fa*Sa) = 0.686
- Snow Drift Loads =

Load Combinations

- DL+CL+(LL or SL)
- DL+CL+0.6WL
- DL+CL+0.75(0.6)WL+0.75(LL or SL)
- DL+0.75(0.7SEIS)+0.75(LL or SL)
- 0.6DL+0.6WL
- 0.6DL+0.7SEIS

△ GENERAL REVISION: 12/12/17 CN
 - ROOF SNOW LOAD CHANGED TO 0 psf
 - COLLATERAL LOAD CHANGED TO 4 psf
 - BUILDING DESIGNED AS PARTIALLY ENCLOSED

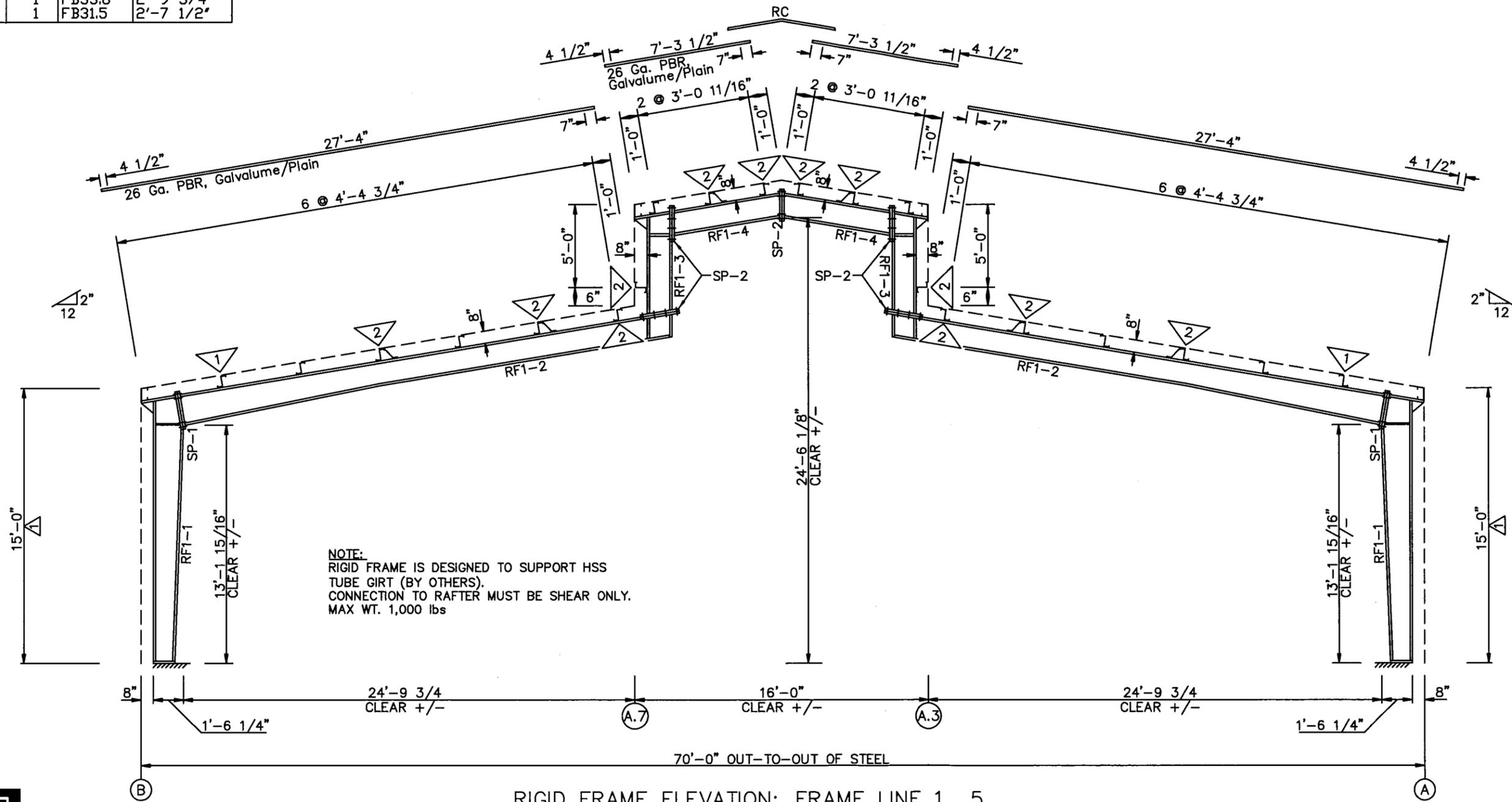
OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Inif. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
ANCHOR BOLT DETAILS & REACTIONS			Sht. E2 of 14



SPLICE BOLT TABLE						
Mark	Qty		Int	Type	Dia	Length
	Top	Bot				
SP-1	4	4	0	A325T	0.750	2.50
SP-2	4	4	0	A325T	0.625	2.25

FLANGE BRACE TABLE			
FRAME LINE 1 5			
∇ ID	#	MARK	LENGTH
1	1	FB33.8	2'-9 3/4"
2	1	FB31.5	2'-7 1/2"

MEMBER TABLE						
Mark	Web Depth		Web Plate		Outside Flange	Inside Flange
	Start/End	Thick	Length	Length	W x Thk x Length	W x Thk x Length
RF1-1	11.0/17.5	0.188	12'-9 11/16"	7'-3 1/2"	6" x 1/4" x 14'-4 1/2"	6" x 1/2" x 12'-9 13/16"
RF1-2	17.5/14.0	0.250	1'-9 3/16"	7'-3 1/2"	6" x 1/4" x 1'-10 1/2"	6" x 3/8" x 11'-0 1/4"
RF1-3	13.0/13.0	0.160	15'-11"	7'-3 1/2"	6" x 1/4" x 25'-11 15/16"	6" x 1/4" x 15'-11"
RF1-4	13.0/13.0	0.160	6'-3 11/16"	7'-3 1/2"	6" x 1/4" x 5'-4 1/2"	6" x 1/4" x 5'-4 1/2"
RF1-4	13.0/13.0	0.160	7'-3 13/16"	7'-3 1/2"	6" x 1/4" x 7'-3 13/16"	6" x 1/4" x 6'-2 3/8"



△ GENERAL REVISION: 12/12/17 CN
- RAISE EAVE HEIGHT TO 15'-0"

RIGID FRAME ELEVATION: FRAME LINE 1 5

Packet Pg. 960

GENERAL NOTES:
FIELD WORK OF STRUCTURAL, SECONDARY
ANEL/TRIM ITEMS MAY BE NECESSARY TO
E PROPER FIT. SUCH WORK IS CONSIDERED
MAL PART OF METAL BUILDING ERECTION.
L NOT HONOR BACKCHARGES FOR MINOR
FIELD WORK.

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT ROCKLIN, CA 95677	
Designer: DAZ	Date: 12/11/17	Revision No: 1	Date: 12/12/17 Init. CN
Drafter: CN	Date: 9/18/17	Office:	Job No.: 20162
Detailer:	Date:	Office:	
Checker:	Date:	Office:	
RIGID FRAME ELEVATION			Sht. E3 of 14



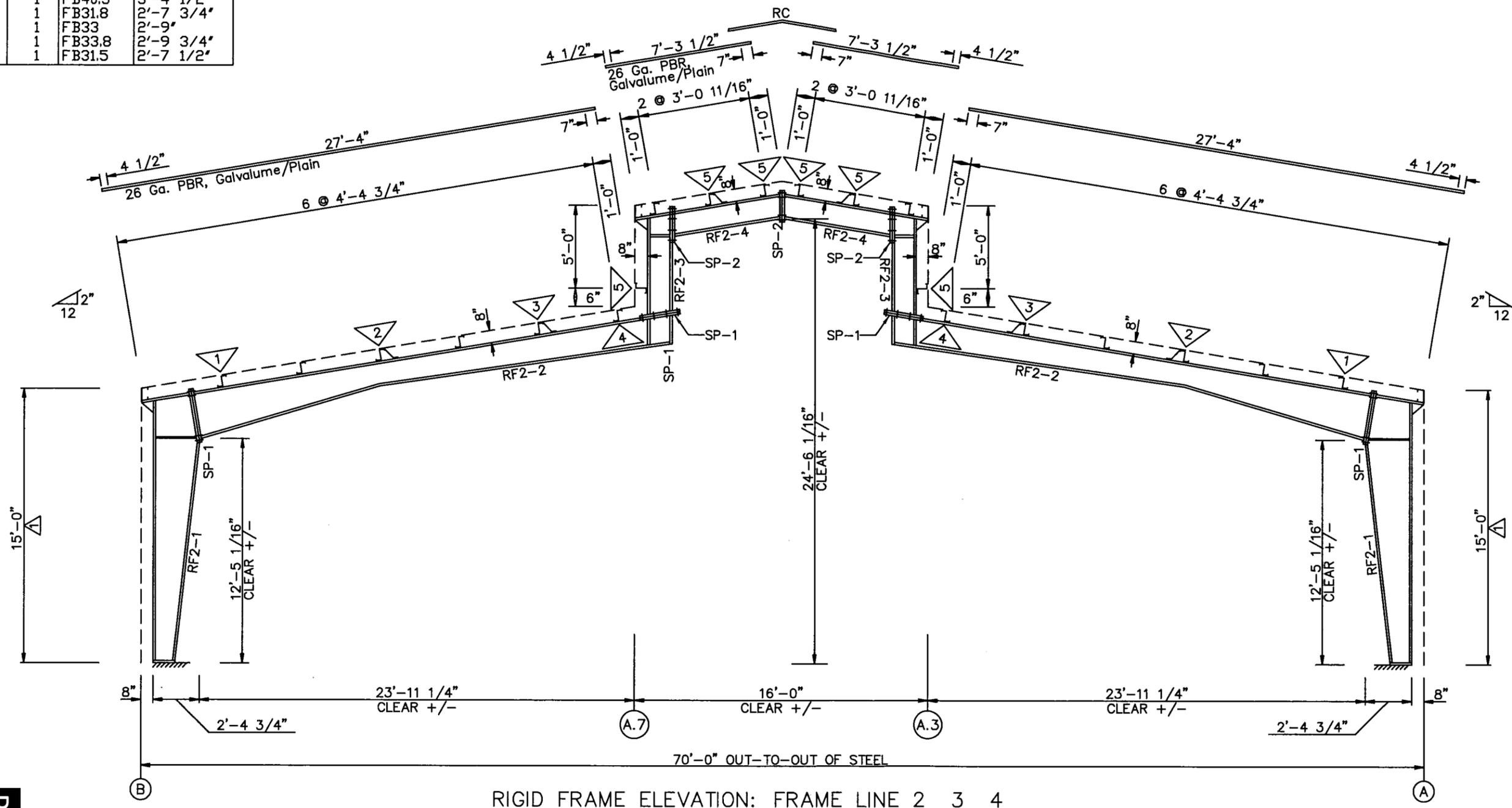
Agenda Item #25.

12/13/2017

SPLICE BOLT TABLE						
Mark	Qty		Int	Type	Dia	Length
	Top	Bot				
SP-1	4	4	0	A325T	0.750	2.50
SP-2	4	4	0	A325T	0.625	2.25

FLANGE BRACE TABLE			
FRAME LINE 2 3 4			
∇ ID	#	MARK	LENGTH
1	1	FB40.5	3'-4 1/2"
2	1	FB31.8	2'-7 3/4"
3	1	FB33	2'-9"
4	1	FB33.8	2'-9 3/4"
5	1	FB31.5	2'-7 1/2"

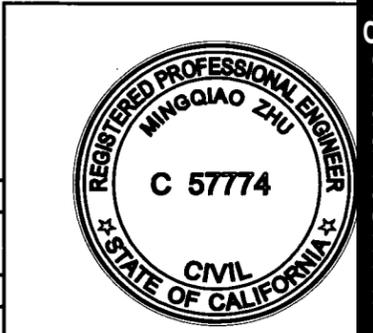
MEMBER TABLE						
Mark	Web Depth		Web Plate		Outside Flange	Inside Flange
	Start/End	Thick	Length	W x Thk x Length	W x Thk x Length	
RF2-1	11.0/28.0	0.188	12'-0 11/16"	6" x 1/4" x 14'-4 3/8"	6" x 1/2" x 12'-1 5/8"	
RF2-2	28.0/22.7	0.250	2'-7 9/16"	6" x 5/16" x 2'-7 3/8"		
	13.0/17.0	0.160	15'-10 5/16"	6" x 5/16" x 25'-2 15/16"	6" x 5/16" x 10'-4"	
RF2-3	13.0/13.0	0.160	6'-7 5/16"	6" x 1/4" x 5'-8 1/16"	6" x 1/4" x 5'-8 1/16"	
RF2-4	13.0/13.0	0.160	7'-3 3/4"	6" x 1/4" x 7'-3 3/4"	6" x 1/4" x 6'-2 5/16"	



RIGID FRAME ELEVATION: FRAME LINE 2 3 4

GENERAL NOTES:
 FIELD WORK OF STRUCTURAL, SECONDARY PANEL/TRIM ITEMS MAY BE NECESSARY TO OBTAIN PROPER FIT. SUCH WORK IS CONSIDERED NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
RIGID FRAME ELEVATION			Sht. E4 of 14



12/13/2017

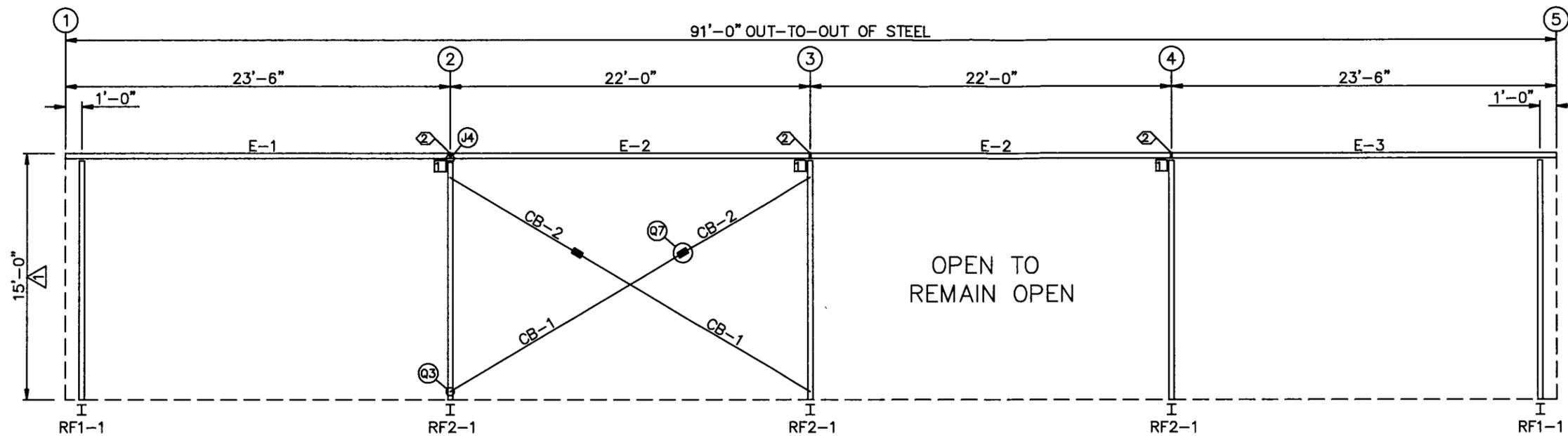
Packet Pg. 961

Agenda Item #25.

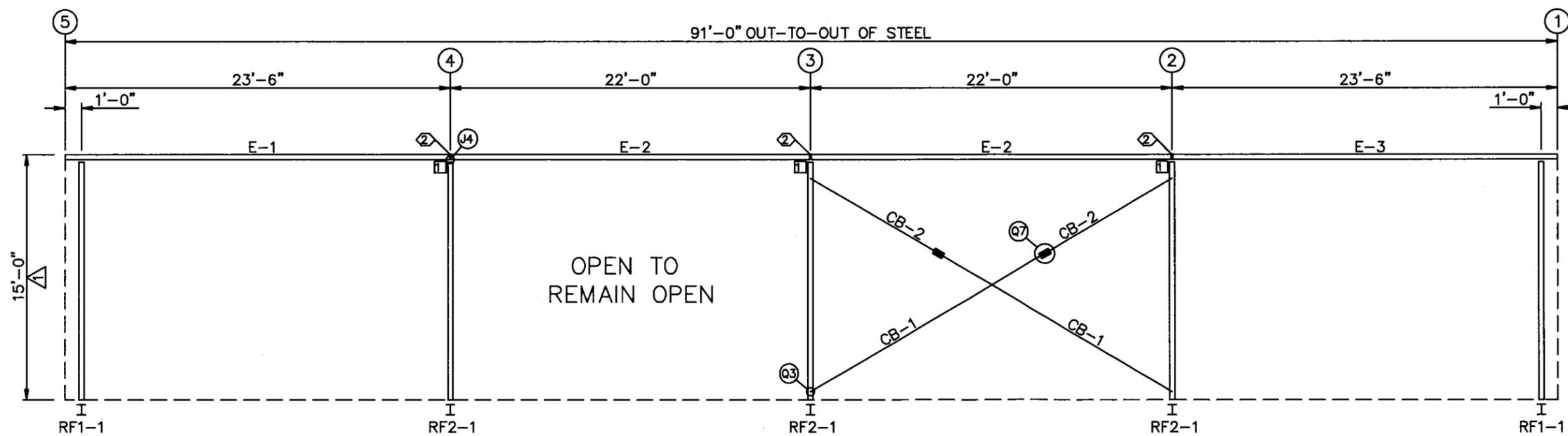
SPECIAL BOLTS					
Q ID	QUAN	TYPE	DIA	LENGTH	WASH
2	6	A325T	1/2"	2"	0

MEMBER TABLE FRAME LINE A & B		
MARK	PART	LENGTH
E-1	8x30E12	23'-5 1/4"
E-2	8x30E12	21'-11 1/2"
E-3	8x30E12	23'-5 1/4"
CB-1	0.75_ROD	20'-0"
CB-2	0.75_ROD	6'-5"

CONNECTION PLATES FRAME LINE A & B	
Q ID	MARK/PART
1	CL154



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL FRAMING: FRAME LINE B

△ GENERAL REVISION: 12/12/17 CN
- RAISE EAVE HEIGHT TO 15'-0"

Packet Pg. 962

GENERAL NOTES:
FIELD WORK OF STRUCTURAL, SECONDARY PANEL/TRIM ITEMS MAY BE NECESSARY TO GET PROPER FIT. SUCH WORK IS CONSIDERED NORMAL PART OF METAL BUILDING ERECTION. DO NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
SIDEWALL FRAMING			Sht. E5 of 14



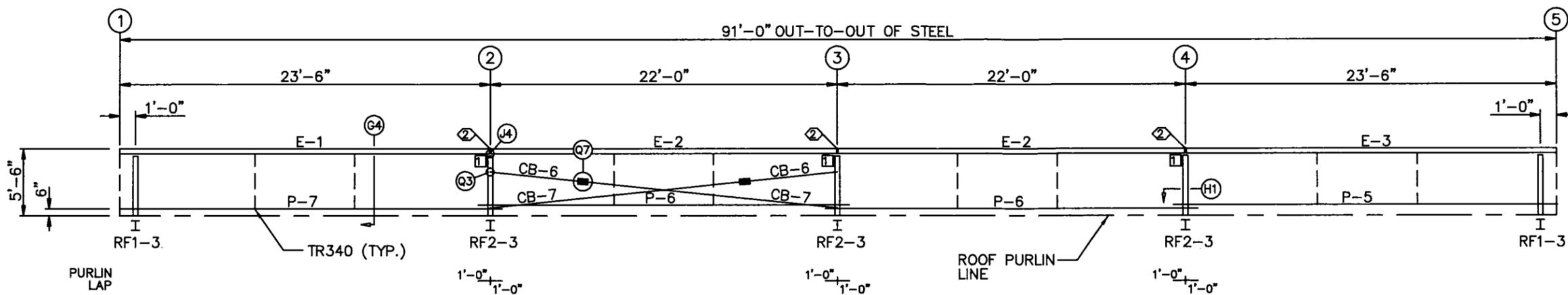
12/13/2017

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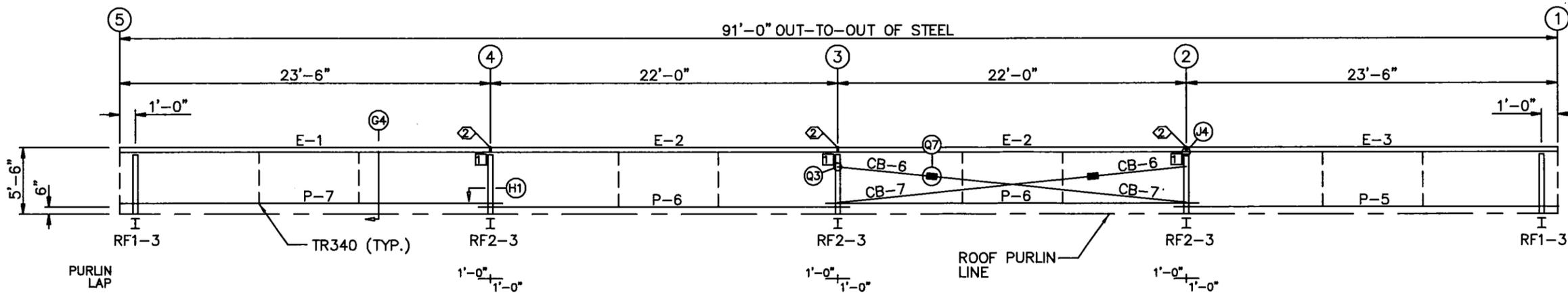
SPECIAL BOLTS					
Q ID	QUAN	TYPE	DIA	LENGTH	WASH
2	6	A325T	1/2"	2"	0

MEMBER TABLE FRAME LINE A & B		
MARK	PART	LENGTH
E-1	8x30E16	23'-5 1/4"
E-2	8x30E16	21'-11 1/2"
E-3	8x30E16	23'-5 1/4"
CB-6	0.50_ROD	5'-0"
CB-7	0.50_ROD	17'-11"
P-5	8x25Z15	26'-5 1/2"
P-6	8x25Z16	26'-0"
P-7	8x25Z16	26'-0"

CONNECTION PLATES FRAME LINE A & B	
QID	MARK/PART
1	CL154



SIDEWALL FRAMING: FRAME LINE A.3



SIDEWALL FRAMING: FRAME LINE A.7

Packet Pg. 963

GENERAL NOTES:

FIELD WORK OF STRUCTURAL, SECONDARY PANEL/TRIM ITEMS MAY BE NECESSARY TO OBTAIN PROPER FIT. SUCH WORK IS CONSIDERED NORMAL PART OF METAL BUILDING ERECTION. CONTRACTOR SHALL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT ROCKLIN, CA 95677	
Designer: DAZ	Date: 12/11/17	Revision No: 1	Date: 12/12/17 Init. CN
Drafter: CN	Date: 9/18/17	Office:	Job No.: 20162
Detailer:	Date:	Office:	
Checker:	Date:	Office:	
SIDEWALL FRAMING			Sht. E6 of 13

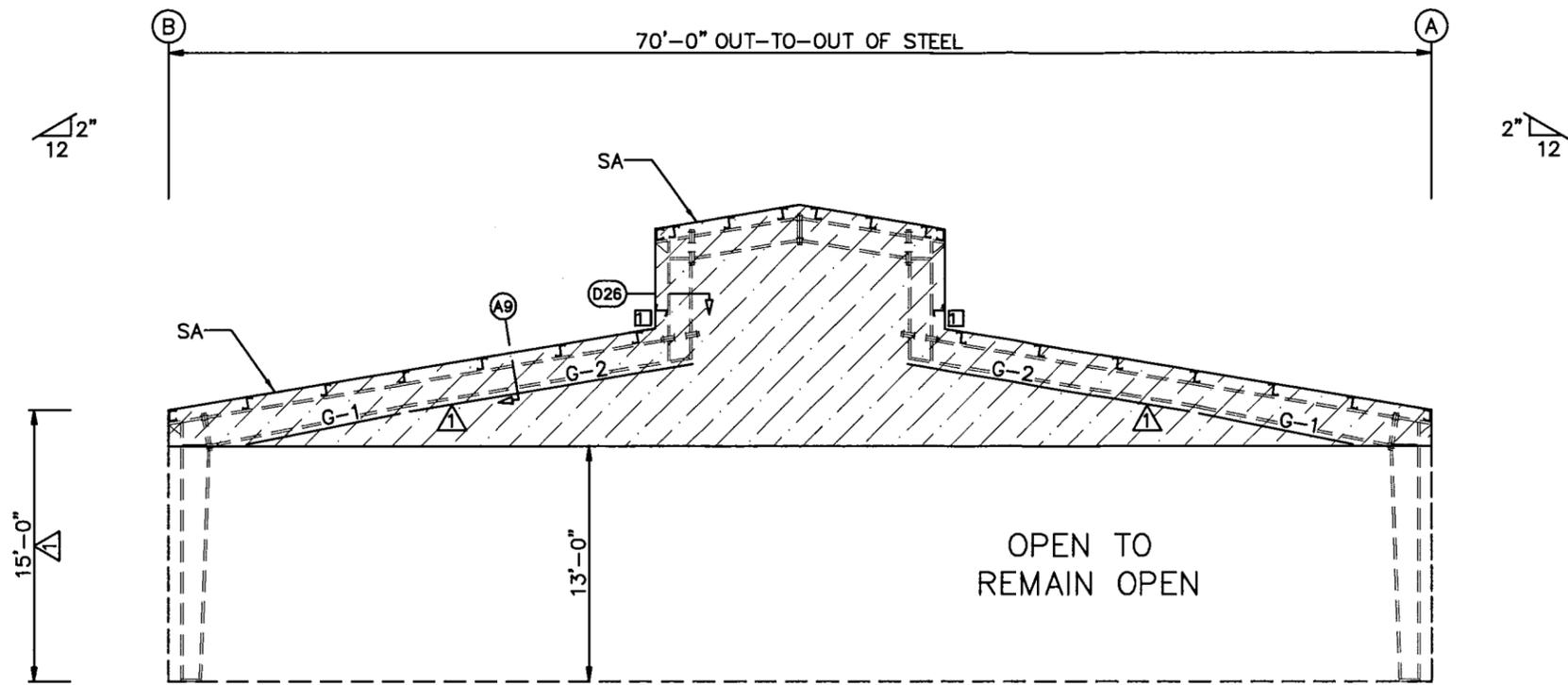


12/13/2017

Agenda Item #25.

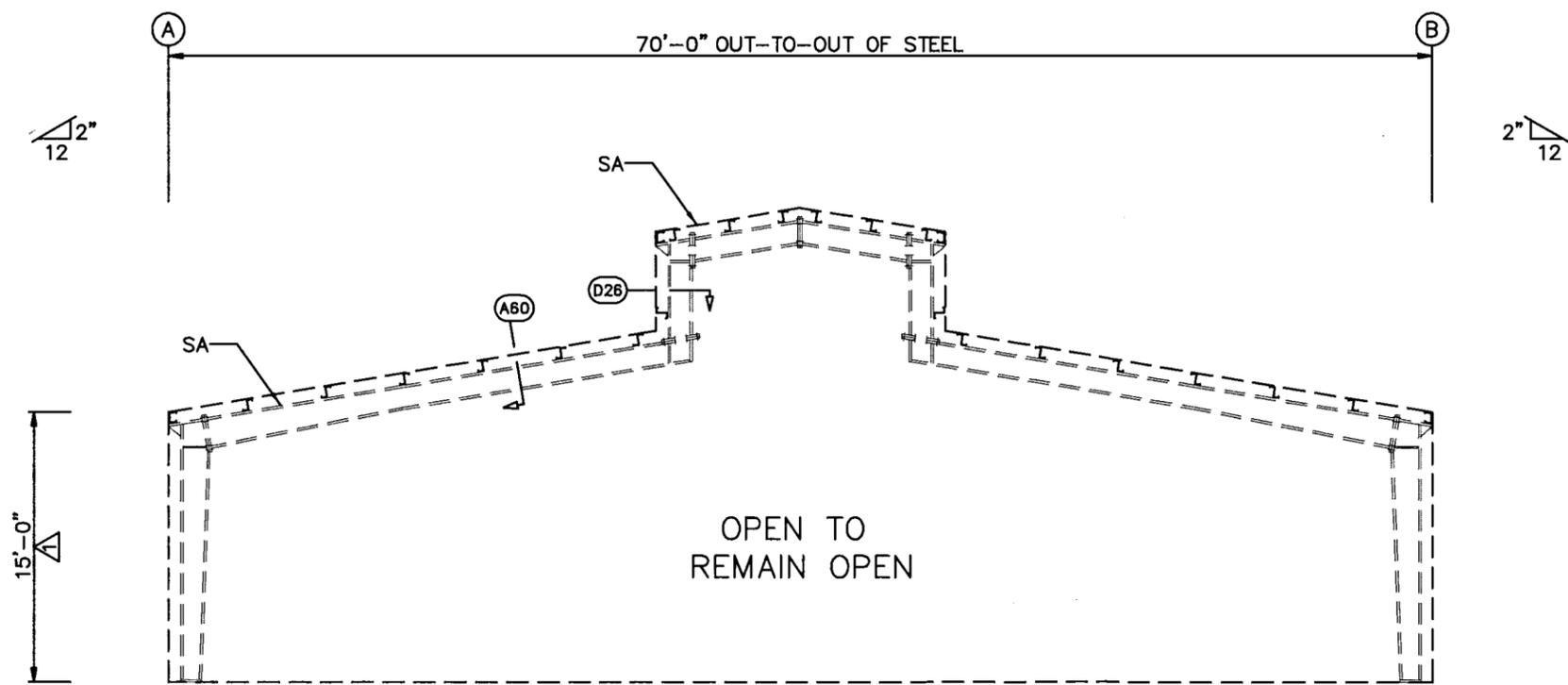
MEMBER TABLE		
FRAME LINE 1		
MARK	PART	LENGTH
G-1	8x25C16	12'-0"
G-2	8x25C16	12'-0"

CONNECTION PLATES	
FRAME LINE 1 & 5	
ID	MARK/PART
1	CL051



ENDWALL FRAMING: FRAME LINE 1

△ WALL PANEL BY OTHERS
MAX WT: 34.0 psf



ENDWALL FRAMING: FRAME LINE 5

△ GENERAL REVISION: 12/12/17 CN
- RAISE EAVE HEIGHT TO 15'-0"
- PROVIDE C-CHANNEL ON FRAME LINE 1 FOR ATTACHMENT OF PANEL (BY OTHERS)

Packet Pg. 964

GENERAL NOTES:
FIELD WORK OF STRUCTURAL, SECONDARY PANEL/TRIM ITEMS MAY BE NECESSARY TO OBTAIN PROPER FIT. SUCH WORK IS CONSIDERED A NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.: 20162
Checker:	Date:	Office:	
ENDWALL FRAMING			Sht. E7 of 14



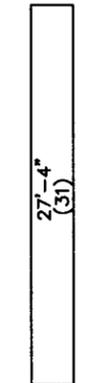
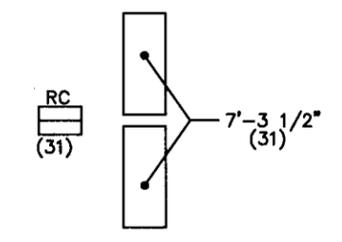
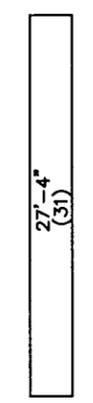
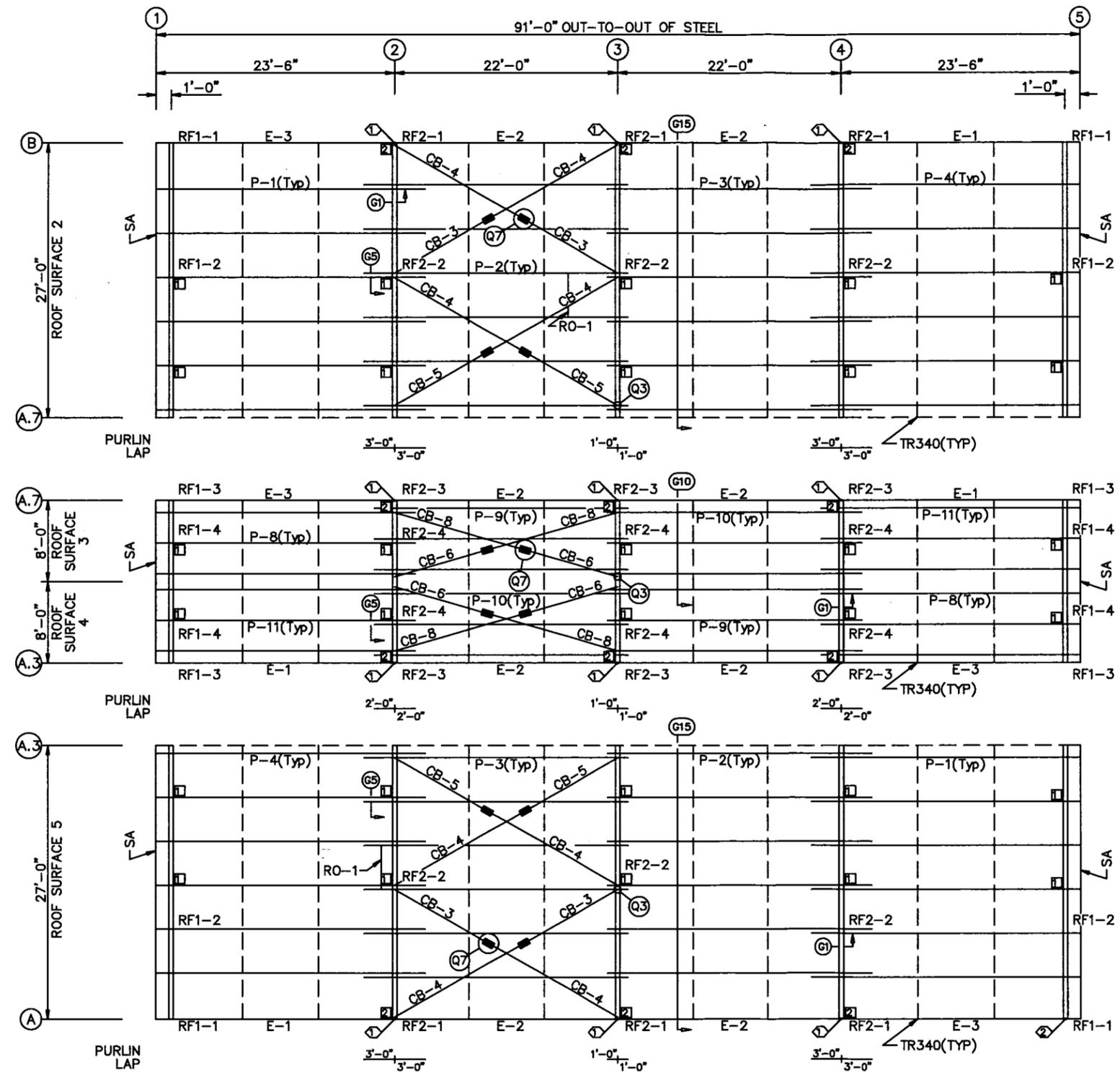
12/13/2017

Agenda Item #25.

SPECIAL BOLTS				
ROOF PLAN				
Q ID	QUAN	TYPE	DIA	LENGTH WASH
1	6	A325T	1/2"	2"
				0

MEMBER TABLE		
ROOF PLAN		
MARK	PART	LENGTH
P-1	8x25Z15	26'-5 1/2"
P-2	8x25Z15	26'-0"
P-3	8x25Z15	26'-0"
P-4	8x25Z15	26'-5 1/2"
P-8	8x25Z16	25'-5 1/2"
P-9	8x25Z16	25'-0"
P-10	8x25Z16	25'-0"
P-11	8x25Z16	25'-5 1/2"
E-1	8x30E12	23'-5 1/4"
E-2	8x30E12	21'-11 1/2"
E-3	8x30E12	23'-5 1/4"
CB-3	0.50_ROD	5'-4"
CB-4	0.50_ROD	20'-0"
CB-5	0.50_ROD	6'-5"
CB-6	0.50_ROD	5'-0"
CB-7	0.50_ROD	17'-11"
CB-8	0.50_ROD	18'-5"
RO-1	8x25C16	4'-4"

CONNECTION PLATES	
ROOF PLAN	
QID	MARK/PART
1	CL156
2	CL154



ROOF SHEETING
 PANELS: 26 Ga. PBR
 Galvalume/Plain

ROOF FRAMING PLAN

△ GENERAL REVISION: 12/12/17 CN
 -LOADING UPDATED

Packet Pg. 965

GENERAL NOTES:
 FIELD WORK OF STRUCTURAL, SECONDARY
 PANEL/TRIM ITEMS MAY BE NECESSARY TO
 PROPER FIT. SUCH WORK IS CONSIDERED
 PART OF METAL BUILDING ERECTION.
 NOT HONOR BACKCHARGES FOR MINOR
 FIELD WORK.

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
ROOF FRAMING & SHEETING			Sht. EB of 14

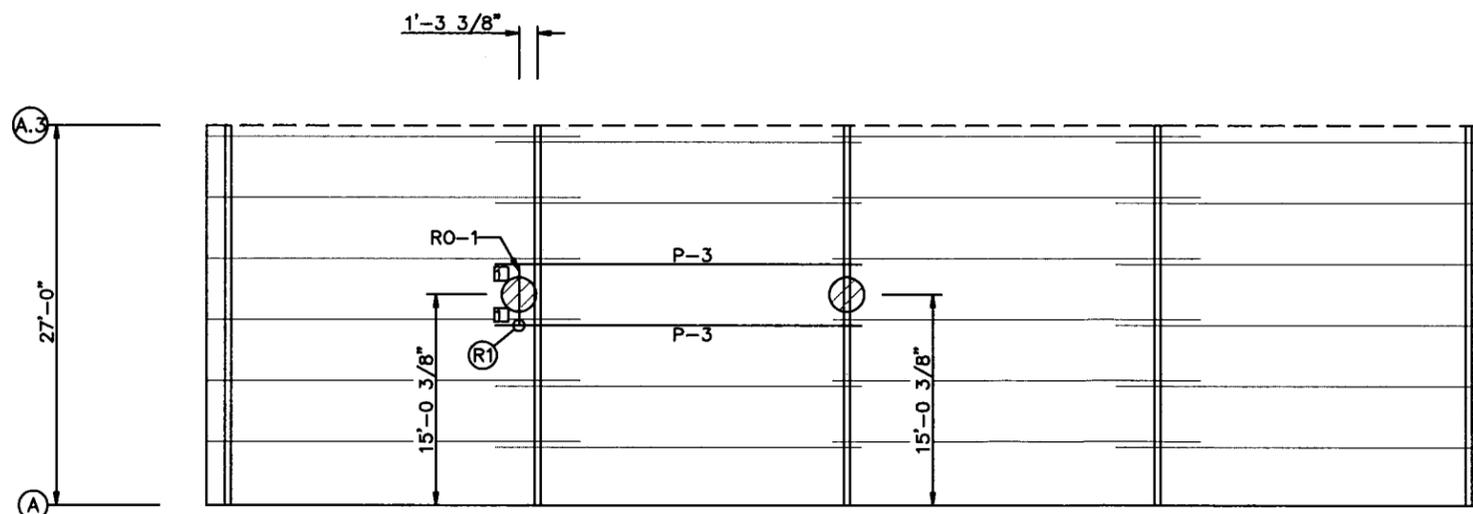
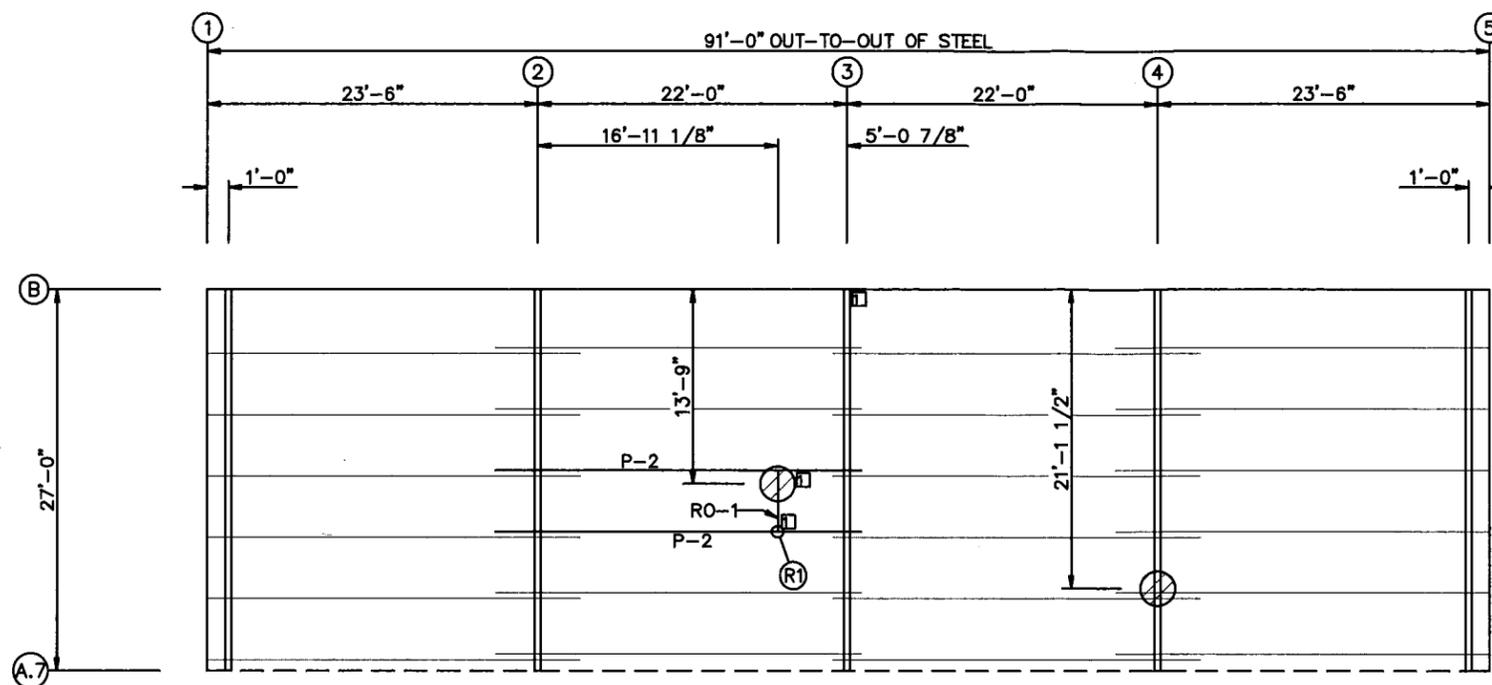


12/13/2017

Agenda Item #25.

MEMBER TABLE		
FAN PLAN		
MARK	PART	LENGTH
P-2	8x25Z15	26'-0"
P-3	8x25Z15	26'-0"
RO-1	8x25C16	4'-4"

CONNECTION PLATES		
FAN PLAN		
ID	MARK	PART
1	CLO40	



⊗ BIG ASS FAN Δ
MAX WT. 250 lbs EACH

Δ GENERAL REVISION: 12/12/17 CN
- BUILDING DESIGNED TO SUPPORT
(4) 250 lb BIG ASS FANS

FAN FRAMING PLAN

Packet Pg. 966

GENERAL NOTES:

FIELD WORK OF STRUCTURAL, SECONDARY
PANEL/TRIM ITEMS MAY BE NECESSARY TO
PROPER FIT. SUCH WORK IS CONSIDERED
NORMAL PART OF METAL BUILDING ERECTION.
DO NOT HONOR BACKCHARGES FOR MINOR
FIELD WORK.

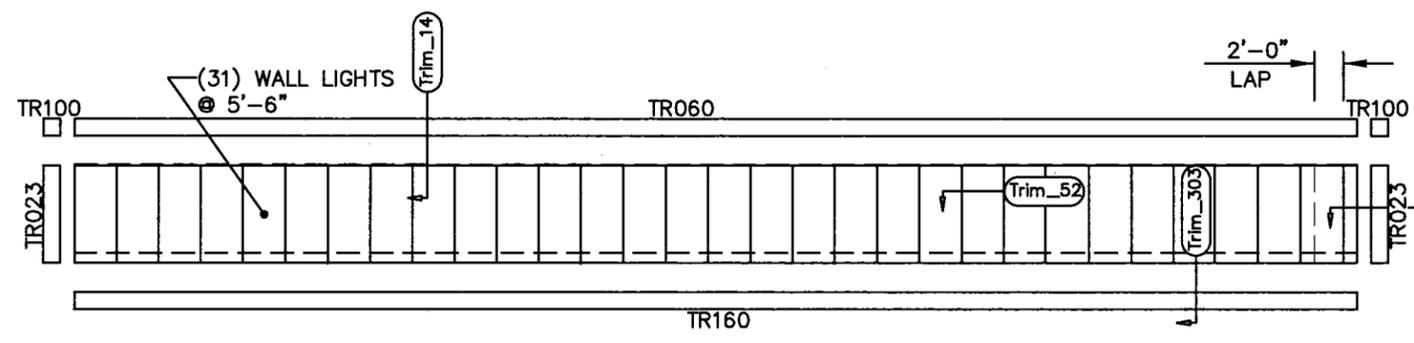
OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
FAN FRAMING PLAN			Sht. E9 of 14



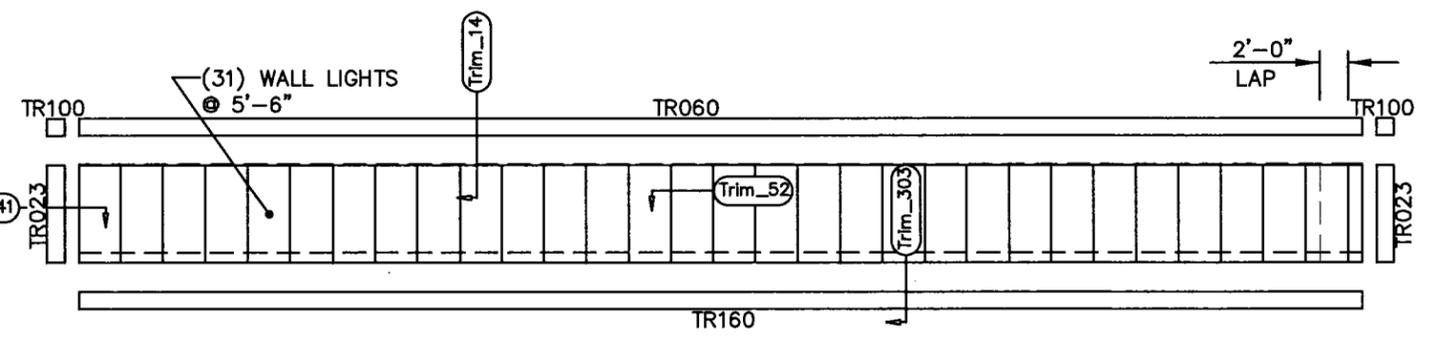
12/13/2017

Agenda Item #25.

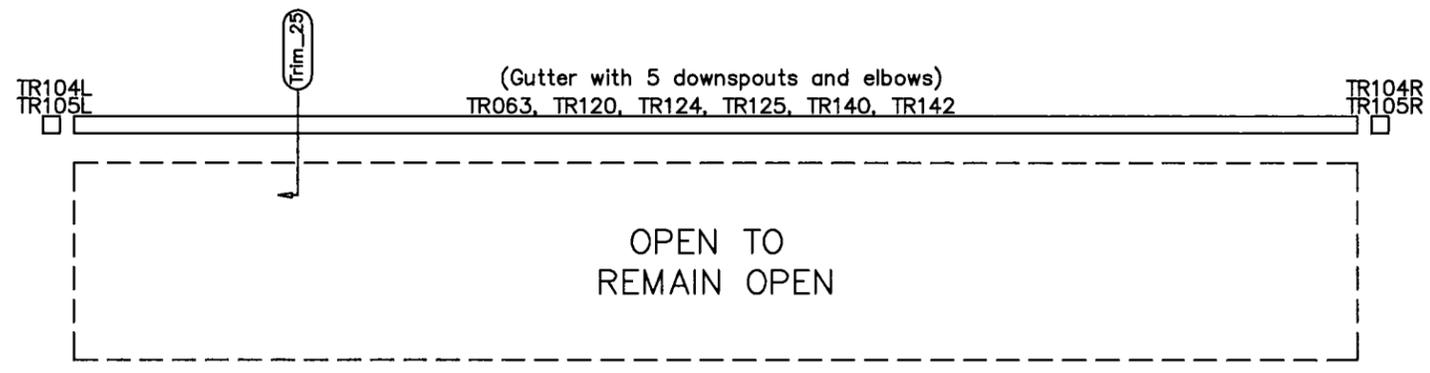
TRIM TABLE	
TYPE	COLOR
Eave	Galvalume
Gutter	Galvalume
Downspout	Galvalume



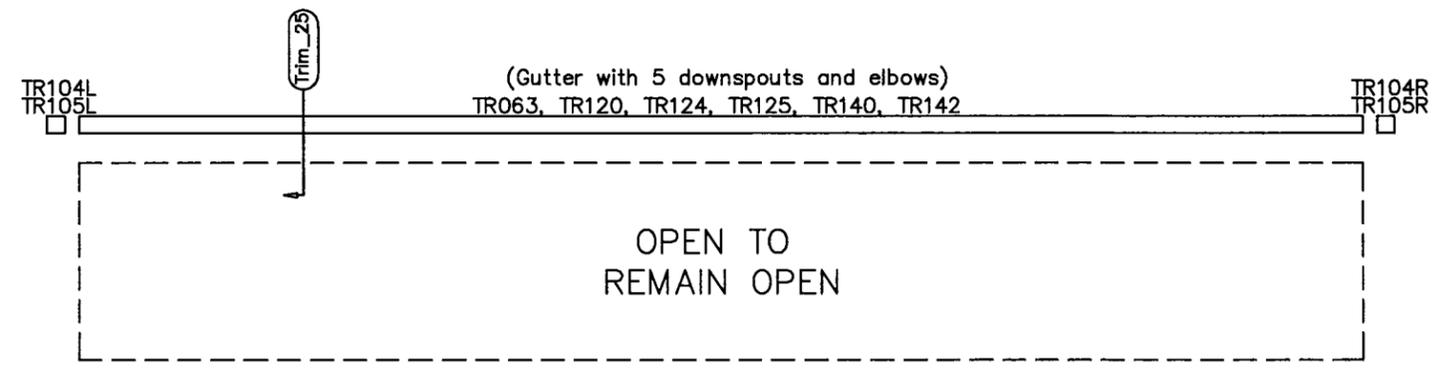
SIDEWALL SHEETING & TRIM: FRAME LINE A.3



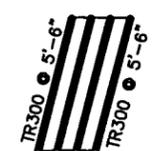
SIDEWALL SHEETING & TRIM: FRAME LINE A.7



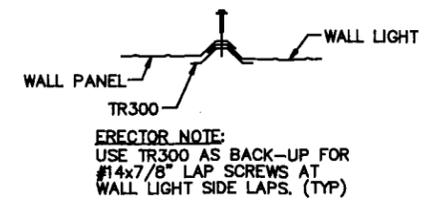
SIDEWALL SHEETING & TRIM: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE B



3'-0" x 5'-6" FIELD LOCATED WALL LIGHT AT EAVE (62 REQ'D)
ERECTOR TO FIELD CUT WALL PANELS AS REQ'D



△ GENERAL REVISION: 12/12/17 CN
- SEE PAGE E1

Packet Pg. 967

GENERAL NOTES:
FIELD WORK OF STRUCTURAL, SECONDARY PANEL/TRIM ITEMS MAY BE NECESSARY TO OBTAIN PROPER FIT. SUCH WORK IS CONSIDERED NORMAL PART OF METAL BUILDING ERECTION. CONTRACTOR SHALL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

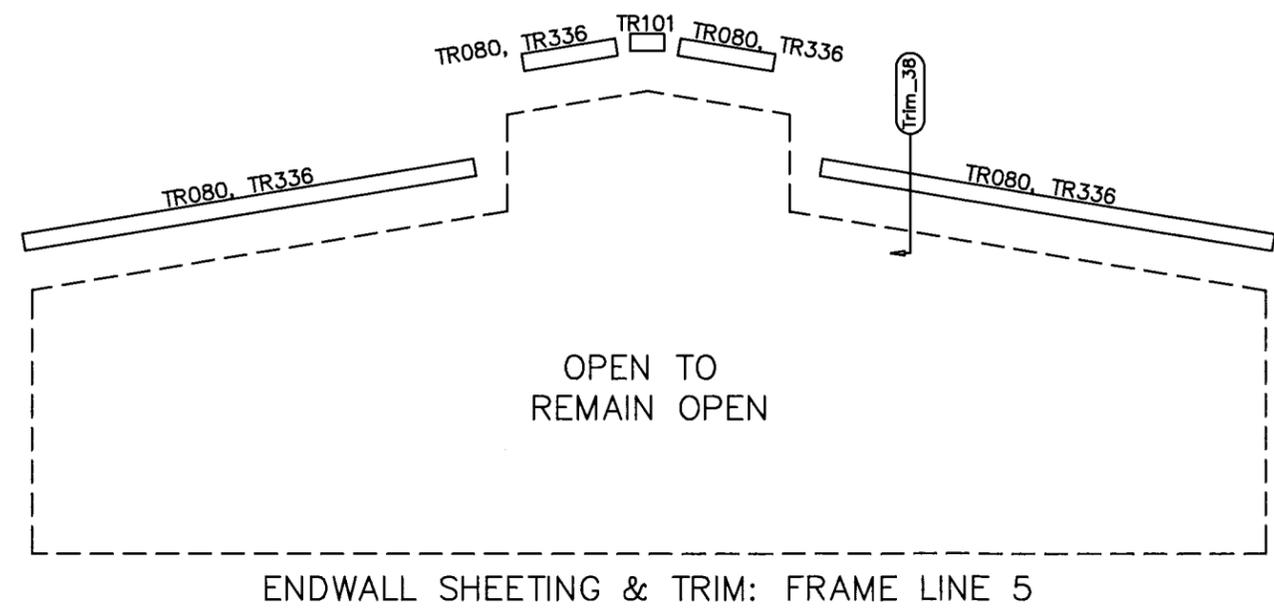
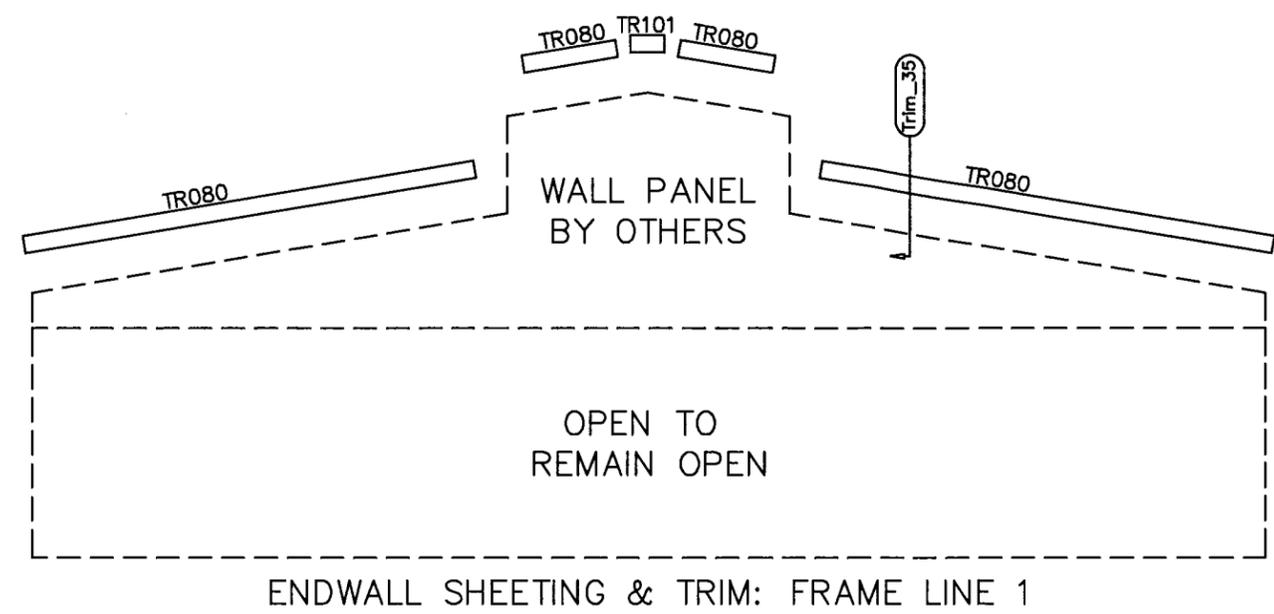
OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
ROCKLIN, CA 95677			
Designer: DAZ	Date: 12/11/17	Revision No: 1	Date: 12/12/17 Init. CN
Drafter: CN	Date: 9/18/17	Office:	Job No.: 20162
Detailer:	Date:	Office:	
Checker:	Date:	Office:	
SIDEWALL SHEETING		Sht. E10 of 14	



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Agenda Item #25.

TRIM TABLE	
TYPE	COLOR
Gable	Galvalume



▲ GENERAL REVISION: 12/12/17 CN
- SEE PAGE E1

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
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Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
ENDWALL SHEETING			Sht. E11 of 14

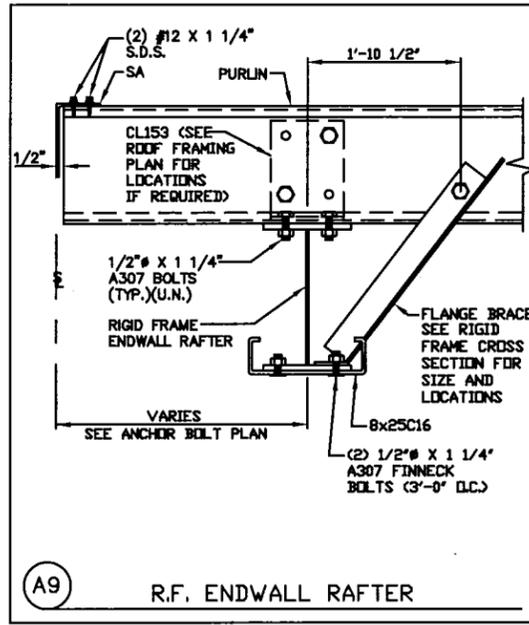


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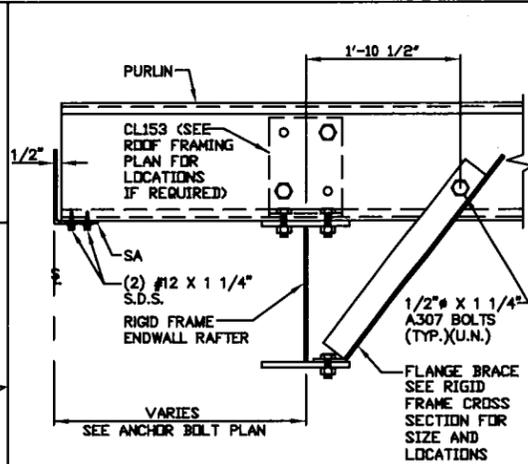
Agenda Item #25.

Packet Pg. 968

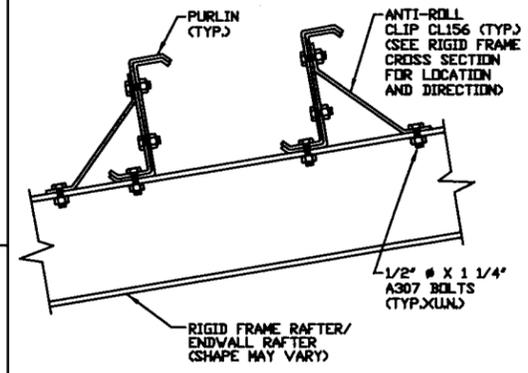
GENERAL NOTES:
FIELD WORK OF STRUCTURAL, SECONDARY PANEL/TRIM ITEMS MAY BE NECESSARY TO OBTAIN PROPER FIT. SUCH WORK IS CONSIDERED NORMAL PART OF METAL BUILDING ERECTION. ALL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.



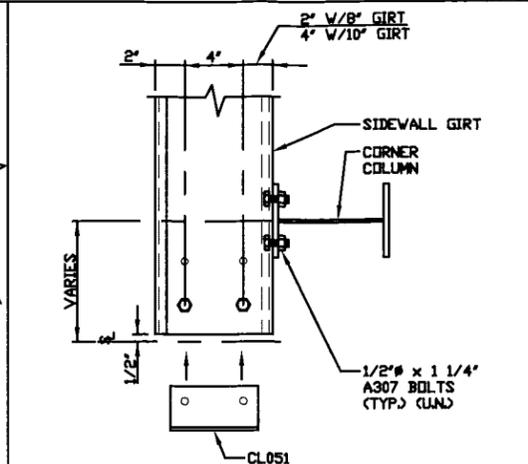
A9 R.F. ENDWALL RAFTER



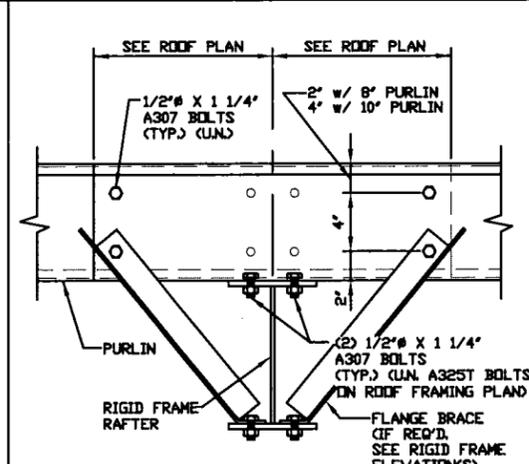
A60 R.F. ENDWALL RAFTER (OPEN WALL)



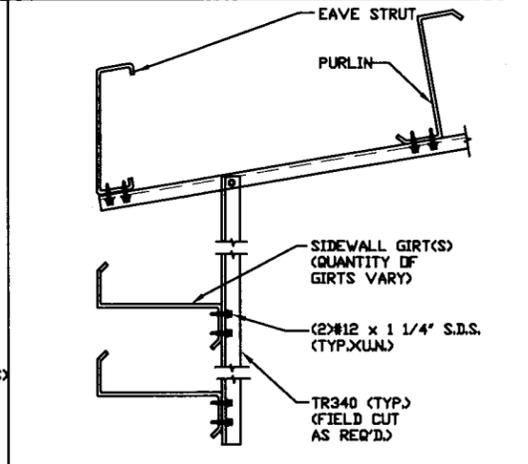
G5 ANTI-ROLL CLIP DETAIL



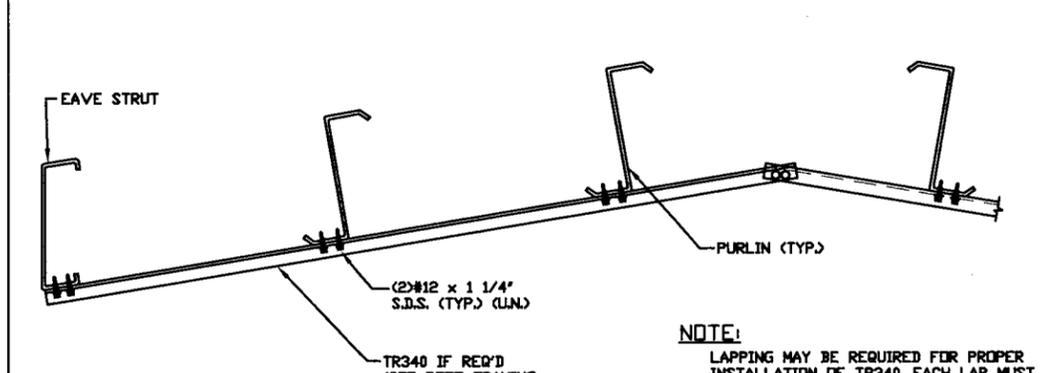
D26 CORNER COLUMN GIRT CONNECTION



G1 FLANGE BRACE/BOLT PATTERN AT PURLIN LAP

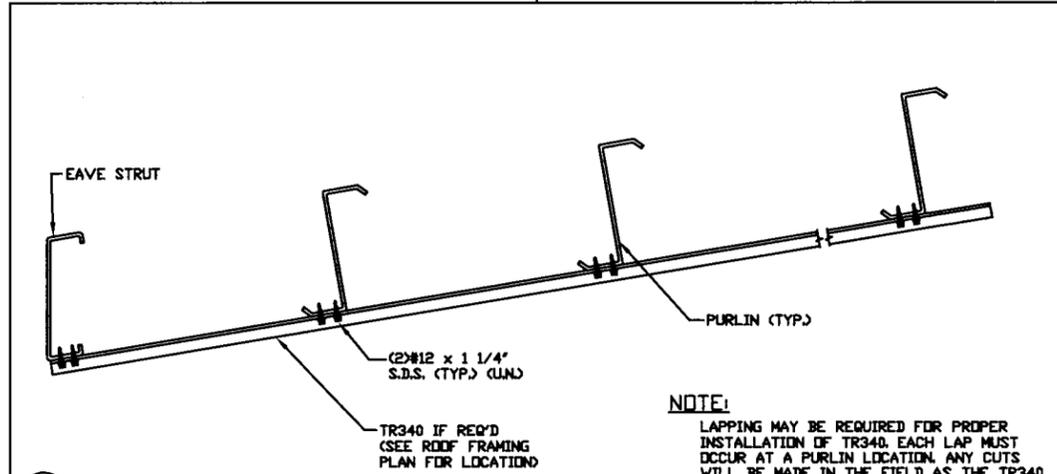


G4 SIDEWALL GIRT SAG ANGLE



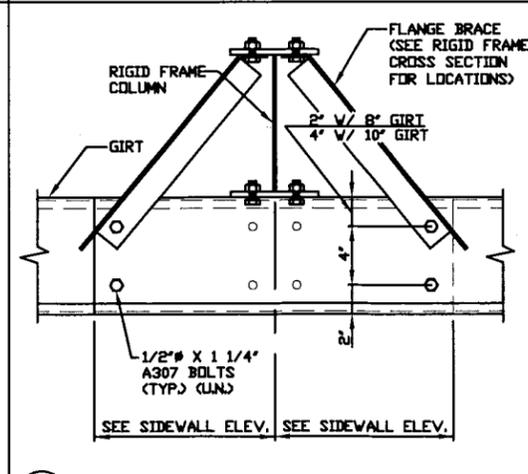
G10 PURLIN SAG ANGLE DETAIL

NOTE:
LAPPING MAY BE REQUIRED FOR PROPER INSTALLATION OF TR340. EACH LAP MUST OCCUR AT A PURLIN LOCATION. ANY CUTS WILL BE MADE IN THE FIELD AS THE TR340 IS SUPPLIED IN 20'-0\"/>



G15 PURLIN SAG ANGLE DETAIL

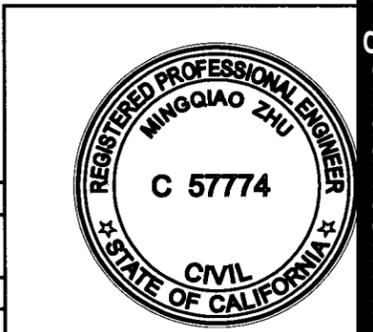
NOTE:
LAPPING MAY BE REQUIRED FOR PROPER INSTALLATION OF TR340. EACH LAP MUST OCCUR AT A PURLIN LOCATION. ANY CUTS WILL BE MADE IN THE FIELD AS THE TR340 IS SUPPLIED IN 20'-0\"/>



H1 SIDEWALL GIRT CONNECTION

GENERAL REVISION: 12/12/17 CN
- SEE PAGE E1

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162



12/13/2017

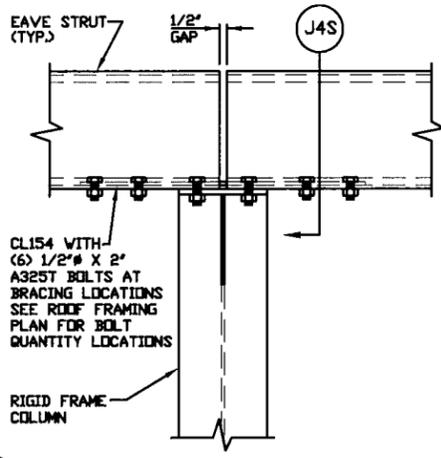
Packet Pg. 969

NOTE: ALL SCREWS ARE WITH WASHERS UNLESS NOTED

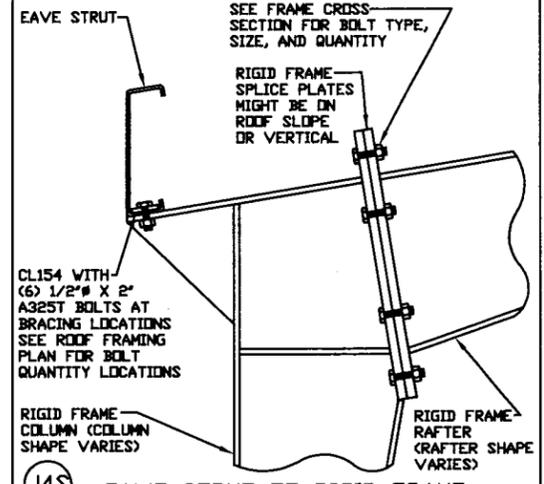
DETAIL DRAWINGS

Sht. E12 of 14

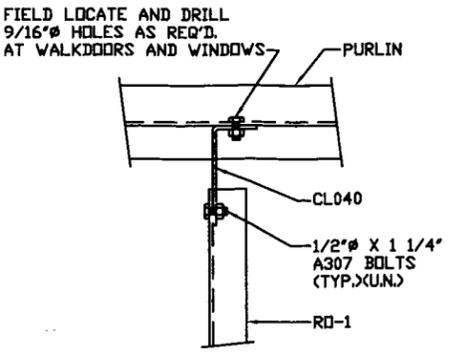
Agenda Item #25.



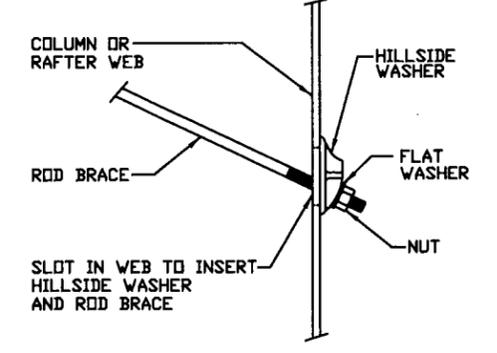
J4 EAVE STRUT TO RIGID FRAME



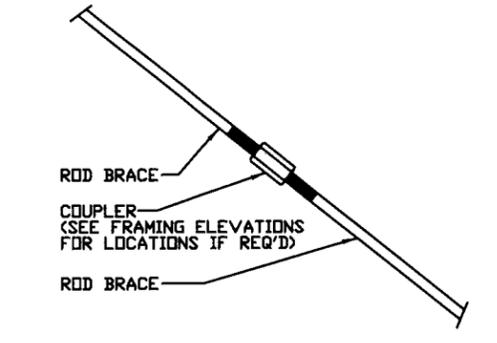
J4S EAVE STRUT TO RIGID FRAME



R1 RTU FRAMING



Q3 DIAGONAL ROD BRACE CONNECTION



Q7 INTERMEDIATE ROD BRACE SPLICE

△ GENERAL REVISION: 12/12/17 CN
- SEE PAGE E1

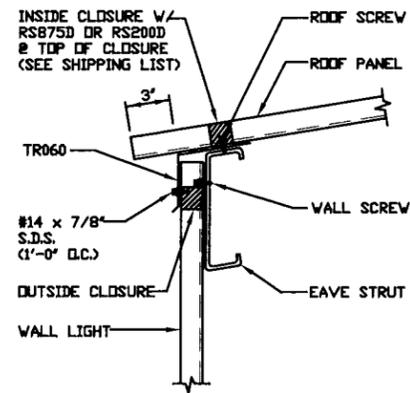
OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162

DETAIL DRAWINGS

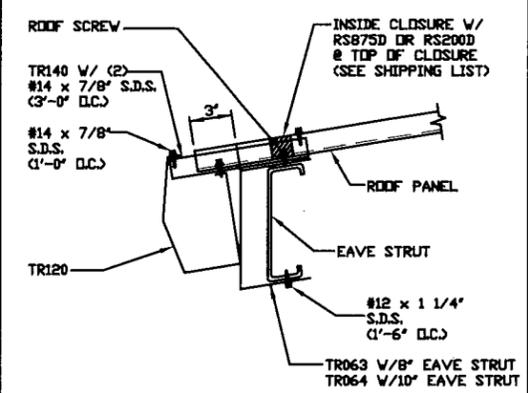
Sht. E13 of 14



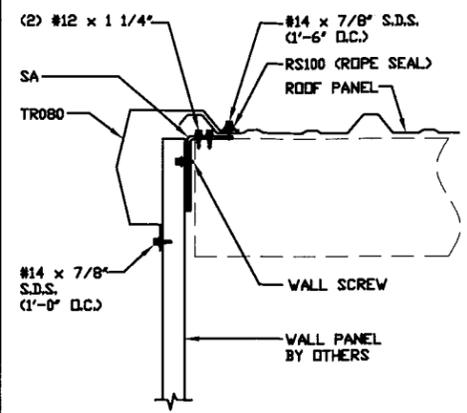
12/13/2017



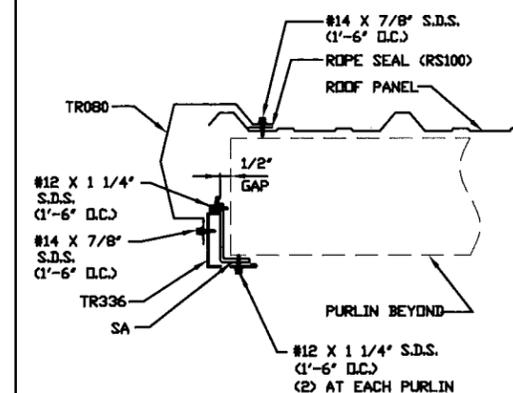
Trim_14 EAVE TRIM SECTION



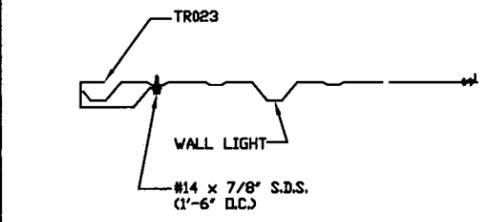
Trim_25 GUTTER TRIM SECTION



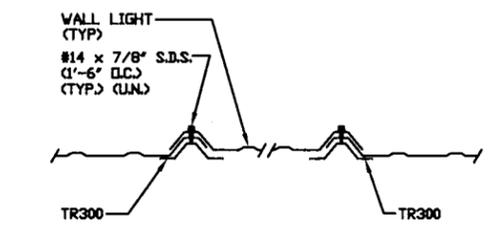
Trim_35 RAKE TRIM SECTION



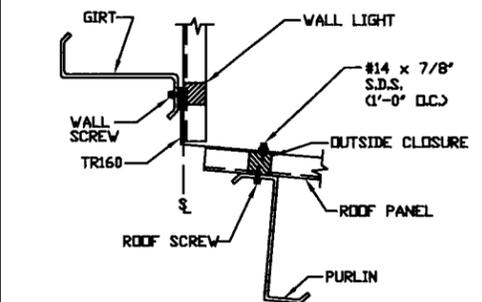
Trim_38 RAKE TRIM SECTION



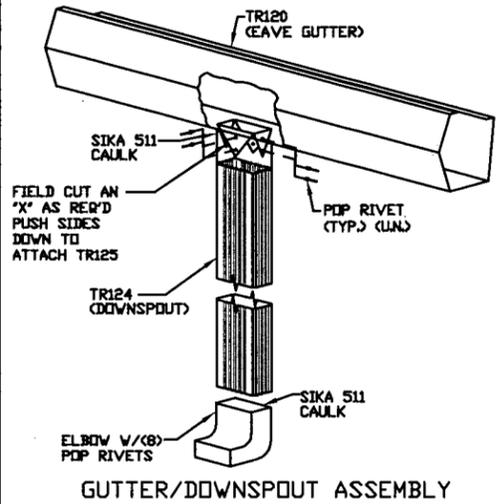
Trim_41 CORNER TRIM SECTION



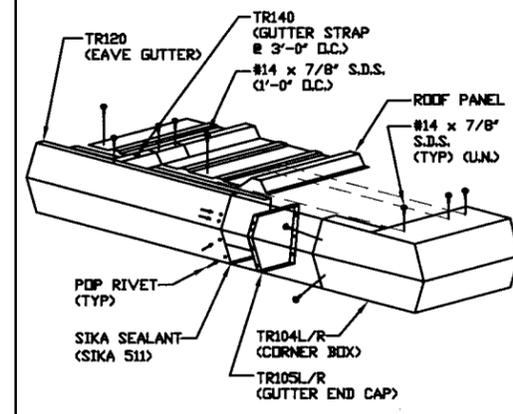
Trim_52 WALL LIGHT SECTION



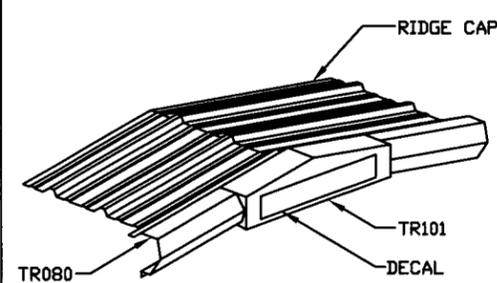
Trim_303 ROOF TRANSITION SECTION



GUTTER/DOWNSPOUT ASSEMBLY



GUTTER END CAP DETAIL



PEAK DETAIL

Packet Pg. 971

SCREW: #12x1 1/4" S.D.S.
SCREW: #12x1 1/4" S.D.S.

▲ GENERAL REVISION: 12/12/17 CN
- SEE PAGE E1

OLYMPIA STEEL BUILDINGS		Customer: CITY OF ROCKLIN	
City: McKEES ROCKS	State: PA	Location: 4081 ALVIS COURT	
Designer: DAZ	Date: 12/11/17	ROCKLIN, CA 95677	
Drafter: CN	Date: 9/18/17	Revision No: 1	Date: 12/12/17 Init. CN
Detailer:	Date:	Office:	Job No.:
Checker:	Date:	Office:	20162
TRIM DRAWINGS			Sht. E14 of 14



12/13/2017

Agenda Item #25.

MATERIAL SPECIFICATIONS AND GENERAL NOTES

WOOD FRAMING

PLYWOOD
ALL PLYWOOD SHALL CONFORM TO U.S. PRODUCT STANDARD PS 1-09, AMERICAN PLYWOOD ASSOC. EACH SHEET SHALL BE STAMPED WITH THE PS AND/OR APA GRADE MARK.

ROCK FLYWOOD
SHALL BE 5 PLY EXPOSURE 1, (CDX), GROUP IDENTIFICATION INDEX 32/16, SPECIES GROUP 2 OR BETTER.

HALL LAYWOOD
SHALL BE 5 PLY EXPOSURE 1, (CDX), GROUP IDENTIFICATION INDEX 24/0, SPECIES GROUP 2 OR BETTER. DESIGNATED SHEAR PLY SHALL BE RATED "STRUCTURAL 1" FOR LENGTH SPECIFIED ON PLANS.

ALL PLYWOOD PERMANENTLY EXPOSED TO WEATHER SHALL BE EXTERIOR TYPE PLYWOOD VS. INTERIOR TYPE PLYWOOD AS REFERENCED ABOVE.

SAWN LUMBER
DOUGLAS FIR-LARCH, CONFORMING TO WEST COAST LUMBER INSPECTION BUREAU STANDARD GRADING AND DRESSING RULE NO. 11 AS AMENDED TO DATE INCLUDING SUPPLEMENTS VII & VIII.

MOISTURE CONTENT SHALL BE LESS THAN 15% FROM THE TIME OF INSTALLATION ONWARD.

- 2x3x4x, PLATES, JOISTS, FURLINS, AND RAFTERS, NO. 2 (1200F-B), PARA. 123-b UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 2x3x4x, HEADERS AND BEAMS, NO. 1 (1200F-B), PARA. 123-BB, UNLESS NOTED OTHERWISE NOTED ON THE DRAWINGS.
- 6x4 LARGER BEAMS, DENSE NO. 1 (1200F-B), PARA. 130-BB, WHEN BEAM WIDTH IS NOT MORE THAN 2" GREATER THAN THICKNESS, THE MEMBER SHALL NOT CONFORM TO ITEM 1 BELOW.
- 2x3x4x, LEDGERS, NO. 1 & BTR. (1200F-B), PARA. 123-b, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 4x4 POSTS, NO. 2 (1200F-C), PARA. 124-b, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 4x6 POSTS, NO. 2 (1200F-C), PARA. 123-b, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 6x6 AND LARGER POSTS, NO. 1 (1200F-C), PARA. 131-BB, WHEN POST WIDTH IS MORE THAN 2" GREATER THAN THICKNESS, THE MEMBER SHALL CONFORM TO ITEM 3 ABOVE.
- 2x4, 3x4, STUDS, NAILERS, AND BLOCKING, CONSTRUCTION GRADE, (1200F-B), PARA. 123-b.
- 2x6 OR LARGER STUDS AND BLOCKING, NO. 1 (1200F-B), PARA. 123-b.
- FOUNDATION PLATES: PRESSURE TREATED DOUGLAS FIR, NO. 2 UNLESS NOTED OTHERWISE ON THE PLANS.
- ALL FRAMING LUMBER 6" OR LARGER IN THE LEAST DIMENSION SHALL BE F.O.H.C.
- REDWOOD SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE REDWOOD INSPECTION SERVICE, AS AMENDED TO DATE.

LIGHT GAGE METAL CONNECTORS
ALL LIGHT GAGE METAL CONNECTORS SHALL BE SIMPSON COMPANY STRONG TIE CONNECTORS, OR EQUAL, UNLESS NOTED OTHERWISE ON THE DRAWINGS.

LAMINATED MEMBERS
LAMINATED MEMBERS SHALL BE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS OF STRUCTURAL GLU-LAMINATED TIMBER PER ANSI/AITC A190.1-2001.

MEMBERS SHALL BE ARCHITECTURAL APPEARANCE GRADE, EXTERIOR GLUE END SEALED, LOADED, UNRAFFED AND MARKED WITH A QUALITY MARK AND A CERTIFICATE SHALL BE PROVIDED TO THE ENGINEER FOR ALL GLU-LAMINATED TIMBER.

1. GLU-LAM-1: AITC COMBINATION SYMBOL, 24F-V4, LAMINATION DF/DF AT SIMPLE SPANS, CONTINUOUS SPAN BEAMS.

STRUCTURAL COMPOSITE LUMBER
COMPOSITE LUMBER SHALL BE IN CONFORMANCE WITH ASTM D5456 AND ICC-ES ESR-1387. MEMBERS SHALL BE IDENTIFIED BY A STAMP INDICATING THE PRODUCT TYPE AND GRADE, ICSO REPORT NUMBER, MANUFACTURER'S NAME, PLANT NUMBER, AND INSPECTION AGENCY'S LOGO.

- TIMBERSTRAND LSL
 - HEADERS, BEAMS, COLUMNS, JOISTS: 11E (2600F-B)
 - RIM AND BLOCKING: 13E (1200F-B) TYP UNO
 - RIM: 13E (1200F-B) WHERE NOTED
- MICROLAM LVL
 - 13E (2600F-B) TYP UNO
 - 20E (2000F-B) WHERE NOTED
 - PARALLAM PSL
 - 20E (2000F-B) TYP UNO

* 1 1/8" LSL SHALL NOT BE USED UNLESS SPECIFICALLY NOTED.

STRUCTURAL STEEL

GENERAL STRUCTURAL STEEL NOTES
REFERENCE: AISC STEEL MANUAL - 14TH EDITION

ALL MISC STRUCTURAL HARDWARE (IE PINS, CLEVISES, SLEEVE NUTS, COUPLERS, TURNBUCKLES, ETC.) SHALL BE CAPABLE OF DEVELOPING THE CAPACITY (TENSION OR COMPRESSION) OF THE ATTACHING ENTITY.

WELDING AND TORCH CUTTING OF ALL MATERIALS, WITH F_y GREATER THAN 60KSI OR F_y GREATER THAN 80KSI, ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM ENGINEER OF RECORD.

STRUCTURAL STEEL AND MISCELLANEOUS IRON
ROLLED W-SHAPES: ASTM A992, F_y 50KSI (TYP UNO)
ROLLED SHAPES INCLUDE W, M, S, HP, C, MC, AND L SHAPES.

ROLLED SHAPES (OTHER THAN W-SHAPES) & MISC PLATES: ASTM A36, F_y 36KSI (TYP UNO)

HIGH-STRENGTH LOW-ALLOY: (WHERE NOTED)
ROLLED SHAPES (OTHER THAN W-SHAPES): ASTM A572, GRADE 50, F_y 50KSI
MISC PLATES (UP TO 4" THK): ASTM A572, GRADE 50, F_y 50KSI
MISC PLATES (4 1/8" TO 6" THK): ASTM A572, GRADE 42, F_y 42KSI

CORROSION RESISTANCE HIGH-STRENGTH LOW-ALLOY: (WHERE NOTED)
ALL ROLLED SHAPES: ASTM A588, GRADE 50, F_y 50KSI
MISC PLATES (UP TO 4" THK): ASTM A588, GRADE 50, F_y 50KSI
MISC PLATES (4 1/8" TO 5" THK): ASTM A588, GRADE 40, F_y 40KSI
MISC PLATES (5 1/8" TO 8" THK): ASTM A588, GRADE 42, F_y 42KSI

ALL STRUCTURAL STEEL AND MISCELLANEOUS IRON SHALL BE MANUFACTURED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL AND MISCELLANEOUS IRON SHALL RECEIVE PRIME COAT, CODE APPROVED LICENSED FABRICATORS REQUIRED FOR STEEL WORKS PER 2015 IBC AND 2016 CBC.

STEEL PIPE
ASTM A53, TYPE B E OR S, GRADE B, F_y 35KSI (TYP UNO)

STRUCTURAL TUBING
ROUND HSS: ASTM A500, GRADE B, F_y 42KSI (TYP UNO)
RECTANGULAR HSS: ASTM A500, GRADE B, F_y 46KSI (TYP UNO)

CORROSION RESISTANCE: ASTM A847, F_y 50KSI (WHERE NOTED) (FOR RECTANGULAR & ROUND HSS)

BOLTS
COMMON BOLTS: ASTM A307, GRADE A, F_y 60KSI (TYP UNO)

HIGH-STRENGTH BOLTS: ASTM A325-N (WHERE NOTED)
1/2" TO 1": F_y 120KSI
1 1/8" TO 1 1/2": F_y 105KSI

HIGH-STRENGTH BOLTS: ASTM A490 (WHERE NOTED)
1/2" TO 1 1/2": F_y 150KSI
INSTALL CIRCULAR HARDENED WASHER UNDER THE ELEMENT BEING TURNED.

ANCHOR RODS (HOOKED/HEADED/THEADED & NUTTED)
ASTM F1554, GRADE 36, F_y 36KSI (TYP UNO)

ASTM F1554, GRADE 55, F_y 55KSI (WHERE NOTED)
ASTM F1554, GRADE 105, F_y 105KSI (WHERE NOTED)

ALL GRADE 36 & 55 ANCHOR RODS SHALL CONFORM TO WELDABILITY SUPPLEMENT S1.

THREADED RODS
ASTM A36, F_y 36KSI (TYP UNO)

ASTM A449: (WHERE NOTED)
1/4" TO 1": F_y 120KSI
1 1/8" TO 1 1/2": F_y 105KSI
1 5/8" TO 3": F_y 90KSI

NUTS
ASTM A563
HEX NUT (TYP UNO)
HEAVY HEX (WHERE NOTED)

WASHER
ASTM F436

HEADED STUDS
HEADED STUDS SHALL BE NELSON STUD TYPE 93L AND H4L (TYP UNO)
H4L: 1/4" TO 3/8"
93L: 3/4" TO 1 1/8"

METAL DECK
METAL ROOF DECK SHALL CONFORM TO ASTM A653 GRADE A GALVANIZED IN ACCORDANCE WITH ASTM A525, G60.

WELDING
ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS PER AWS "STANDARD QUALIFICATIONS PROCEDURE" UNDER THE DIRECT SUPERVISION OF A REGISTERED DEPUTY INSPECTOR TO PERFORM THE TYPE OF WORK REQUIRED. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D11 WELDING CODE. ARC WELDING ELECTRODES SHALL BE AS FOLLOWS:

* CJP'S SHALL BE MILL CERTIFIED "CHARPY V-NOTCH" (20 FT-LB @ -20°F)

DESIGNATION	ELECTRODE
LIGHT GAUGE	E60XX
STRUCTURAL STEEL	E70XX
REBAR (A106)	E80XX

CONCRETE

CONCRETE
ALL CONCRETE SHALL HAVE PROPERTIES AS LISTED BELOW.

USED FOR	28 DAY COMPRESSIVE STRENGTH	MAX. W/C RATIO	MAX. SLUMP	MAX. FLACITIZER	TOP COARSE AGGREGATE
FOOTINGS	4000 PSI	5.0	4"	6"	3/4"
SLAB ON-GRADE, WALLS, BEAMS, FILASTERS & COLUMNS	4000 PSI	4.8	4"	N/A	3/4"
YARD CONCRETE WALKS & CURBS	2000 PSI	5.0	4"	N/A	3/4"
STRUCTURAL CONCRETE TOPPING SLAB	3000 PSI	4.8	4"	N/A	3/8"

APPROXIMATELY 3 OUNCES PER BAGG OF CEMENT OF POZZOLITH 300R OR APPROVED EQUAL MAY BE USED AS A WATER DISPERSING ADDITIVE. SLUMP MAY BE INCREASED TO 6" W/ PLASTICIZER ADDED ON SITE.

- SUBMIT MIX DESIGN PRIOR TO ORDERING CONCRETE IF PLASTICIZER IS USED ADD PLASTICIZER ON-SITE. SEE SPECIAL INSPECTION.
- DO NOT USE FEA GRAVEL MIX.
- DO NOT ADD WATER TO PLASTIC CONCRETE AT SITE, COLLECT SIGNED DELIVERY TICKETS.
- USE APPROPRIATE MOISTURE LOSS PREVENTION METHOD FOR CURING.

SHOTCRETE
SHOTCRETE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE STANDARD 506-66 (REVISED 1993), RECOMMENDED PRACTICE FOR SHOTCRETING. SHOTCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI AS DETERMINED BY TESTING THE SHOTCRETE DURING CONSTRUCTION. THE CONTRACTOR SHALL HIRE A PROFESSIONAL TESTING LABORATORY TO DETERMINE THE MIX PROPORTIONS, CONSTRUCTION PROCEDURES AND TESTING METHODS FOR SHOTCRETING. SHOTCRETING SHALL BE MOISTURE CURED UNLESS OTHERWISE APPROVED BY THE ENGINEER.

CONCRETE COLUMNS AND PANELS
THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL COLUMNS AND PANELS SHOWING ALL DETAILS, LOCATIONS AND TYPE OF PICKUP RIGGING. MANUFACTURER'S CERTIFIED WORKING STRENGTH OF ALL PICKUPS SHALL BE INCLUDED, ALONG WITH THE ABOVE SHOP DRAWINGS, CALCULATIONS SHOWING ALL ERECTION STRESSES SHALL BE SUBMITTED. TENSILE STRESSES SHALL NOT EXCEED 1/8TH OF THE CONCRETE CYLINDER STRENGTH AT THE TIME OF ERECTION, UNLESS EXTRA REINFORCEMENT IS PROVIDED. EXTRA REINFORCEMENT, IF REQUIRED FOR ERECTION, SHALL BE SHOWN ON THE REINFORCING STEEL SHOP DRAWINGS. NO PANEL SHALL BE MOVED UNTIL THE CONCRETE HAS ATTAINED A STRENGTH OF 1500 PSI MINIMUM AS VERIFIED BY TESTS, WITH A MINIMUM OF 7 DAYS ELAPSED TIME SINCE CASTING.

REINFORCING STEEL
DEFORMED REINFORCING BARS (REBAR)
DEFORMED BARS FOR REINFORCING SHALL BE GRADE 60, DEFORMED BARS CONFORMING TO ASTM A-63, INCLUDING SUPPLEMENT S1, TYP UNO. DEFORMED BARS THAT ARE WELDED SHALL BE A106 TYP 4 WHERE NOTED.

WELDED WIRE FABRIC
ASTM A185

NON-SHRINK GROUT
NON-SHRINK GROUT SHALL BE FLOWABLE, WITH A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI. NON-SHRINK GROUT SHALL BE MASTERFLOW 528 GROUT AS MANUFACTURED BY MASTER BUILDERS OR APPROVED EQUAL.

EXPANSIVE GROUT
EXPANSIVE GROUT SHALL BE COMPOSED OF CEMENT, SAND, WATER AND INTRAFLAST-N EXPANDING GROUTING AID (MANUFACTURED BY SIK). EXPANSIVE GROUT SHALL BE PROPORTIONED AND INSTALLED IN ACCORDANCE WITH INTRAFLAST-N RECOMMENDATIONS AND SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS.

POST-INSTALLED MECHANICAL ANCHORS
EXPANSION ANCHORS
UNCRACKED MASONRY: EXPANSION ANCHORS SHALL BE HILTI KWIK BOLT III. EXPANSION ANCHOR OR APPROVED EQUAL, ICC-ES ESR-1385. CONCRETE OR CONCRETE OVER METAL DECK: EXPANSION ANCHORS SHALL BE HILTI KWIK BOLT TZ EXPANSION ANCHOR OR APPROVED EQUAL, ICC-ES ESR 1911.

TITEN HD POST-INSTALLED ANCHORS
TITEN HD
SCREW ANCHORS SHALL HAVE 360-DEGREE CONTACT WITH THE BASE MATERIAL AND SHALL NOT REQUIRE OVERSIZED HOLES FOR INSTALLATION. FASTENERS SHALL BE MANUFACTURED FROM CARBON STEEL, AND ARE HEAT TREATED. ANCHORS SHALL BE ZINC PLATED IN ACCORDANCE WITH ASTM B633 OR MECHANICALLY GALVANIZED IN ACCORDANCE WITH ASTM B699. ANCHORS ARE NOT TO BE REUSED AFTER INTIAL INSTALLATION. SCREW ANCHORS SHALL BE TITEN HD ANCHORS FROM SIMPSON STRONG TIE PLEASANTON, CA. ANCHORS SHALL BE INSTALLED PER THE SIMPSON STRONG-TIE INSTRUCTIONS FOR THE TITEN HD ANCHOR.

EPOXY
EPOXY RESIN ADHESIVE SHALL BE "SET-XP" AS MANUFACTURED BY SIMPSON STRONG TIE. (ICC-ES ESR-2508). PROPORTIONS FOR SET-XP SHALL BE AS RECOMMENDED BY THE MANUFACTURER FOR THE CONDITION AND USE. PREPARATION OF CONCRETE INCLUDING DRILLING OF HOLES FOR ANCHORS, AS WELL AS EPOXY AND ANCHOR INSTALLATION SHALL BE AS RECOMMENDED BY THE MANUFACTURER.

EARTHWORK

EARTHWORK/FOUNDATION
ALL FOUNDATION DESIGN AND WORK SHALL BE IN STRICT ACCORDANCE TO THE SOIL REPORT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE THE LATEST REPORT INCLUDING THE LATEST AMENDMENTS IF ANY. THE FOLLOWING SOILS REPORT SHALL BE REFERENCED FOR THIS PROJECT:

- SOILS ENGINEER: JOHN C. YOUNGDAHL, PE
COMPANY NAME: YOUNGDAHL CONSULTING GROUP, INC.
PHONE: (916) 933-0633
REPORT: ET1311000
DATED: 8-25-11
- REQUIREMENTS SET FORTH BY SOILS REPORT SHALL TAKE PRECEDENCE OVER THE STRUCTURAL NOTES AND DETAILS.
- DRAWINGS SHALL BE PROVIDED TO GEOTECHNICAL ENGINEER FOR REVIEW PRIOR TO BEGINNING CONSTRUCTION. LETTER OF APPROVAL SHALL BE SUBMITTED TO BUILDING DEPARTMENT.
- OBSERVATIONS BY GEOTECHNICAL ENGINEER IS REQUIRED AT TIME OF CONSTRUCTION.
- BEARING PRESSURE FOR DESIGN: 3000 PSF (DEAD-LIVE LOAD)

SUBMITTALS

SHOP DRAWINGS
FOR THE ENGINEERS REVIEW THE FOLLOWING WILL BE REQUIRED:

- MIX DESIGNS FOR ALL CONCRETE WORK
- REINFORCING STEEL
- LAMINATED MEMBERS
- STRUCTURAL STEEL AND MISCELLANEOUS METAL
- METAL DECKING.

CONTRACTOR SHALL SUBMIT TWO SETS OF PRINTS FOR REVIEW. FABRICATION SHALL NOT PROCEED NOR SUBMIT TO CITY OFFICIAL UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND STAMPED BY ENGINEER.

SHOP DRAWINGS
SUBMITTAL DOCUMENTS FOR THE ABOVE SHOP DRAWING LIST SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING.

THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

STRUCTURAL OBSERVATION

REQUIRED OBSERVATIONS BY STRUCTURAL ENGINEER OF RECORD.
FOUNDATION REIN - INCLUDING ALL ANCHOR BOLTS & HOLDDOWNS.

ROUGH FRAMING - INCLUDING SHEATHING.

CONTRACTOR SHALL NOTIFY ENGINEER A MINIMUM OF 4 WORKING DAYS PRIOR TO THE TIME WHEN HIS PRESENCE IS REQUIRED. PLEASE NOTE THAT THESE OBSERVATIONS ARE INDEPENDENT OF INSPECTIONS REQUIRED BY THE CITY BUILDING DEPARTMENT.

craig MIERS + **george SCOTT**
ARCHITECTS
1624 Santa Clara Drive, Suite 230
Redlands, CA 92370
916.780.0000
916.960.2207 mobile
916.780.0055 fax
cmr@mcscottarchitects.com

REVISIONS	BY

CITY OF ROCKLIN
ROCKLIN ADVENTURE PARK
PACIFIC STREET
ROCKLIN, CALIFORNIA 95677

SIERRA
ENGINEERING
G E O I D
TEL: 510.445.0550
39812 MISSION BLVD., SUITE 100
PREMONT, CA 94539
FAX: 510.445.0440

MATERIAL SPECIFICATIONS AND GENERAL NOTES
Agenda Item #25.
DRAWN BY: _____
CHECKED BY: _____
DATE: _____
SCALE: _____
JOB NO.: _____
OF 1 _____ETS

PLAN CHECK SET NOT FOR CONSTRUCTION



Packet Pg. 972

GENERAL NOTES AND ABBREVIATIONS

SPECIAL INSPECTION	
<p>SPECIAL INSPECTION THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR FOR THE FOLLOWING ITEMS: (STRUCTURAL ENGINEER SHALL RECEIVE COPIES OF ALL SPECIAL INSPECTION REPORTS)</p> <ol style="list-style-type: none"> CONCRETE 4 REINFORCING PLACEMENT SHOTCRETE WELDING PER SECTION 1104 GEOTECHNICAL INSPECTION AS REQ'D BY REPORT/JOBS EPOXY INSTALLATION AND HOLE PREPARATION 	
<p>1. CONCRETE DURING THE TAKING OF TEST SPECIMENS AND CONTINUOUSLY DURING THE PLACING OF ALL REINFORCED CONCRETE EXCEPT AS NOTED BELOW.</p> <p>DURING THE TAKING OF TEST SPECIMENS AND PERIODICALLY DURING THE PLACING OF ALL REINFORCED CONCRETE FOR:</p> <ol style="list-style-type: none"> STUD BEARING WALLS (EXCLUDING PIERS AND CAISSONS) FOUNDATIONS WITH FC EQUAL TO 2500 PSI OR LESS NON-STRUCTURAL SLABS ON GRADE 	
<p>2. SHOTCRETE CONTINUOUSLY DURING THE TAKING OF TEST SPECIMENS AND PLACING OF ALL SHOTCRETE.</p> <p>COMPLETED SHOTCRETE WORK SHALL BE CHECKED VISUALLY BY EXAMINING A MINIMUM OF THREE 3" CORES TAKEN FROM THREE AREAS CHOSEN BY THE SPECIAL INSPECTOR AND A REPORT SUBMITTED TO THE BUILDING OFFICIAL.</p> <p>EXCEPTION: 1. SHOTCRETE WORK FULLY SUPPORTED ON EARTH, MINOR REPAIRS AND WHEN IN THE OPINION OF THE BUILDING OFFICIAL, NO SPECIAL HAZARD EXISTS.</p>	
<p>3. WELDING ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS PER AWS STANDARD QUALIFICATIONS PROCEDURE TO PERFORM THE TYPE OF WORK REQUIRED. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS WELDING CODE. ARC WELDING ELECTRODES SHALL BE E70 SERIES.</p> <p>ALL STRUCTURAL WELDING, INCLUDING WELDING OF REINFORCING STEEL, STEEL FABRICATOR SHALL PREPARE AND SUBMIT A WELDING PROCEDURE SPECIFICATION (WPS) WHICH SHALL LIST THE POSITION ELECTRODE TYPE WITH ACCEPTABLE RANGES.</p> <p>BEAD SIZE, WELD SEQUENCE, STRESS AND RELIEVING MANUFACTURER'S TECHNICAL DATA SHEET SHALL BE SUBMITTED WITH EACH WPS TO CONFIRM THE PERTINENT WELDING PARAMETERS.</p> <p>DUCTILE MOMENT-RESISTING STEEL FRAMES, AS REQUIRED BY SECTION 1104.3 OF THE 2016 CBC AND PREQUALIFIED CONNECTIONS FOR STEEL MOMENT FRAMES FOR SEISMIC APPLICATIONS (SEISMIC DESIGN MANUAL ANSI/AISC 358-05).</p> <p>ALL STRUCTURAL WELDING INCLUDING WELDING OF REINFORCING STEEL.</p> <p>EXCEPTION:</p> <ol style="list-style-type: none"> WELDING DONE IN FABRICATORS SHOP, APPROVED BY THE CITY BUILDING OFFICIAL. SINGLE PASS FILLET WELDS MAY HAVE PERIODIC INSPECTION UNLESS NOTED OTHERWISE ON THE CONTRACT DRAWINGS. FLOOR AND ROOF DECK WELDING MAY HAVE PERIODIC INSPECTIONS. WELDED STUDS MAY HAVE PERIODIC INSPECTIONS. 	
<p>4. ADHESIVE ANCHORS DURING ALL ADHESIVE ANCHORING INSTALLATIONS, (EPOXY RESIN) DURING TESTING OF ADHESIVE ANCHORS IN REINFORCED MASONRY.</p>	
<p>5. REINFORCING STEEL PERIODICALLY DURING THE PLACING OF REINFORCING STEEL FOR ALL CONCRETE REQUIRED TO HAVE CONTINUOUS SPECIAL INSPECTION.</p>	
<p>6. BOLTS INSTALLED IN CONCRETE DURING INSTALLATION OF BOLTS AND PLACING OF CONCRETE AROUND SUCH BOLTS NOTED ON THE DRAWINGS AS REQUIRING SPECIAL INSPECTION.</p> <p>7. HIGH STRENGTH BOLTING DURING ALL BOLT INSTALLATIONS AND TIGHTENING OPERATIONS, EXCEPTIONS</p> <ol style="list-style-type: none"> THE SPECIAL INSPECTOR NEED NOT BE PRESENT DURING THE ENTIRE INSTALLATION AND SPECIFICATIONS PRIOR TO START OF BOLTING IF INSPECTED THE SURFACES AND BOLT TYPE FOR CONFORMANCE TO PLANS AND SPECIFICATIONS PRIOR TO START OF BOLTING AND WILL UPON COMPLETION OF ALL BOLTING, VERIFY THE MINIMUM SPECIFIED BOLT TENSION FOR 10 PERCENT OF THE BOLTS FOR EACH CONNECTION. IN BEARING-TYPE CONNECTIONS WHEN THREADS ARE NOT REQUIRED BY DESIGN TO BE EXCLUDED FROM THE SHEAR PLANE, INSPECTION PRIOR TO OR DURING INSTALLATION WILL NOT BE REQUIRED. <p>8. THREADED COUPLERS DURING SPLICING OR REINFORCING DURING VERIFICATION OF BAR THREAD QUALITY.</p> <p>9. HORIZONTAL PLYWOOD DIAPHRAGMS PERIODICALLY DURING THE INSTALLATION OF ANY DIAPHRAGM PORTION REQUIRING TWO ROW OR THREE ROW FASTENING, OR FASTENING 3" OC OR LESS.</p>	

SPECIAL INSPECTOR	
<p>SPECIAL INSPECTOR THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE HIS COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF A CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.</p> <p>DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPLICABLE DESIGN DRAWINGS AND SPECIFICATIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ENGINEER OR ARCHITECT OF RECORD, AND ANY OTHER DESIGNATED PERSONS ON A WEEKLY BASIS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND TO THE BUILDING OFFICIAL. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK, REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF HIS KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, AND THE APPLICABLE WORKMANSHIP PROVISION OF THIS CODE.</p>	

INSPECTION NOTES	
<p>REFER TO SECTION 1104 OF THE 2016 CBC FOR THE APPLICATION OF THE FOLLOWING REQUIREMENTS. ALL SPECIAL INSPECTORS MUST SUBMIT FINAL REPORTS.</p>	
	SPECIAL INSPECTION REQUIRED
	YES NO N/A
1. FOUNDATIONS:	
A. COMPACTED FILL INCLUDING UTILITY TRENCHES.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. VISUAL EXAMINATION 4 APPROVAL OF ALL FOUNDATION EXCAVATIONS.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C. CONTINUOUS INSPECTION OF FILL DRIVING AND/OR CAISSONS.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. CONCRETE:	
A. CONTINUOUS INSPECTION 4 TEST CYLINDERS FOR CONCRETE OVER 2500 PSI.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. DURING THE TAKING OF TEST SPECIMENS AND PLACING OF ALL SHOTCRETE.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. REINFORCING AND PRESTRESSING STEEL:	
A. PLACING OF REINFORCING.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. PLACING OF TENDONS	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C. SAMPLING 4 TESTING OF STEEL	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
D. MILL REPORTS 4 IDENTIFICATION OF STEEL	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
E. CONTINUOUS INSPECTION OF INSTALLATION OF REBAR COUPLERS	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
F. CONTINUOUS INSPECTION DURING STRESSING OF PT TENDONS	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
G. FIELD MEASURED ELONGATION AND JACKING FORCE RECORDS	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
H. GROUTING OF POST-TENSIONED CONCRETE	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
I. POST-TENSIONED TENDON PROTECTIVE WRAPPING	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4. MASONRY:	
A. SAMPLING 4 TESTING OF MASONRY	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. SAMPLING 4 TESTING OF GROUT 4 MORTAR	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C. CONTINUOUS INSPECTION	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
D. PERIODIC INSPECTION	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. INSULATING CONCRETE FILL:	
A. TEST 4 INSPECTIONS	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. WELDING:	
A. ALL STRUCTURAL FIELD WELDING (INCLUDED DECKING)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. NON-DESTRUCTIVE TESTING OF MOMENT-RESISTING SPACE FRAMES	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C. STRUCTURAL LIGHT GAGE METAL FRAMING	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7. BOLTING:	
A. HIGH STRENGTH BOLTING	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. EXPANSION BOLTS IN CONCRETE OR MASONRY	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. STRUCTURAL STEEL:	
A. MILL REPORTS 4 IDENTIFICATION OF STEEL (AFD/AVIT OF COMPLIANCE)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. SAMPLING 4 TESTING	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
NOTE:	
ALL TESTS 4 INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT INSPECTION AGENCY. JOB SITE VISITS BY THE STRUCTURAL ENGINEER DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR INSPECTION UNLESS THE STRUCTURAL ENGINEER IS CONTRACTED TO DO SO.	
A COPY OF ALL TESTING AND INSPECTION REPORTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL.	
IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SEE THAT THESE TESTS AND INSPECTIONS ARE PERFORMED.	

GENERAL NOTES	
<p>CONVENTIONAL CONSTRUCTION PROVISIONS THE REQUIREMENTS OF THIS SECTION ARE INTENDED FOR CONVENTIONAL, LIGHT FRAME CONSTRUCTION. OTHER METHODS MAY BE USED, PROVIDED A SATISFACTORY DESIGN IS SUBMITTED SHOWING COMPLIANCE WITH OTHER PROVISIONS OF THE 2016 IBC AND 2016 CBC.</p>	
GIRDERS:	GIRDER END JOINTS SHALL OCCUR OVER A SUPPORT. WHEN A GIRDER IS SPliced OVER A SUPPORT, AN ADEQUATE TIE SHALL BE PROVIDED. THE END BEAMS OR GIRDERS SUPPORTED ON MASONRY OR CONCRETE SHALL NOT HAVE LESS THAN 3 INCHES OF BEARING.
BEARING:	EXCEPT WHERE SUPPORTED ON A 1 INCH BY 4 INCH RIBBON STRIP AND NAILED TO THE ADJOINING STUD, THE ENDS OF EACH JOIST SHALL NOT HAVE LESS THAN 1 1/2 INCHES OF BEARING ON WOOD OR METAL, OR LESS THAN 3 INCHES ON MASONRY.
FRAMING DETAILS:	JOISTS SHALL BE SUPPORTED LATERALLY AT THE ENDS AND AT EACH SUPPORT BY SOLID BLOCKING EXCEPT WHERE THE ENDS OF JOISTS ARE NAILED TO A HEADER, BAND OR RIM JOIST OR TO AN ADJOINING STUD OR BY OTHER APPROVED MEANS. SOLID BLOCKING SHALL NOT BE LESS THAN 2 INCHES IN THICKNESS AND THE FULL DEPTH OF JOIST.
NOTCHES AT THE END OF JOISTS:	SHALL NOT EXCEED ONE THIRD THE DEPTH OF THE JOIST, AND THE DEPTH OF THE JOIST. NOTCHES IN THE TOP OR BOTTOM OF JOISTS SHALL NOT EXCEED ONE-SIXTH THE DEPTH AND BE LOCATED IN THE MIDDLE THIRD OF THE SPAN.
JOIST FRAMING:	JOIST FRAMING INTO THE SIDES OF THE BEAM, GIRDER OR PARTITION SHALL BE LAPPED AT LEAST 3 INCHES OR THE OPPOSING JOISTS SHALL BE TIED TOGETHER IN AN APPROVED MANNER. JOISTS FRAMING INTO THE SIDE OF A WOOD GIRDER SHALL BE SUPPORTED BY FRAMING ANCHORS OR ON LEDGER STRIPS NOT LESS THAN 2 INCHES BY 2 INCHES.
FRAMING AROUND OPENINGS:	TRIMMER AND HEADER JOISTS SHALL BE DOUBLED, OR OF LUMBER OF EQUIVALENT CROSS SECTION, WHEN THE SPAN OF THE HEADER EXCEEDS 4 FEET. THE ENDS OF HEADER JOISTS MORE THAN 4 FEET LONG SHALL BE SUPPORTED BY FRAMING ANCHORS OR JOIST HANGERS UNLESS BEARING ON A BEAM, PARTITION OR WALL.
SUPPORTED BEARING PARTITIONS:	BEARING PARTITIONS PERPENDICULAR TO JOISTS SHALL NOT BE OFFSET FROM SUPPORTED GIRDERS, WALLS OR PARTITIONS MORE THAN THE JOIST DEPTH. JOISTS UNDER AND PARALLEL TO BEARING PARTITION SHALL BE DOUBLED.
HALL FRAMING:	FRAMING DETAILS, STUDS SHALL BE PLACED WITH THEIR WIDE DIMENSION PERPENDICULAR TO THE WALL. NOT LESS THAN THREE STUDS SHALL BE INSTALLATION EACH END CORNER OF AN EXTERIOR WALL.
BEARING 4 WALL STUD PIPES IN WALLS:	SHALL BE CAPPED WITH DOUBLE TOP PLATES INSTALLED TO PROVIDE OVERLAPPING AT CORNERS AND AT INTERSECTIONS WITH OTHER PARTITIONS. END JOINTS IN DOUBLE TOP PLATES SHALL BE OFFSET AT LEAST 12 INCHES. STUD PARTITIONS CONTAINING PLUMBING, HEATING, OR OTHER PIPES SHALL BE SO FRAMED AND THE JOISTS UNDERNEATH SO SPACED AS TO GIVE PROPER CLEARANCE FOR THE PIPING, WHERE A PARTITION CONTAINING SUCH PIPING RUNS PARALLEL TO THE FLOOR, JOISTS UNDERNEATH SUCH PARTITIONS SHALL BE DOUBLED AND SPACED TO PERMIT PASSAGE OF SUCH PIPES AND SHALL BE BRIDGED, WHERE PLUMBING OR HEATING PIPES ARE PLACED PARALLEL TO THE FLOOR, A PARTITION, NECESSITATING THE CUTTING OF THE SOLES OR PLATES, A PARTITION, A METAL TIE NOT LESS THAN 1/8" THICK AND 1 1/2 INCHES WIDE SHALL BE FASTENED TO THE PLATE ACROSS AND TO EACH SIDE OF THE OPENING WITH NOT LESS THAN FOUR 10d NAILS.

ABBREVIATIONS			
STANDARD SIERRA ENGINEERING GROUP STRUCTURAL ABBREVIATIONS			
ABER	ABREVIATION	HD	HOLD-ON
AFR	ABOVE FIN FLOOR	HORZ	HORIZONTAL
ADD'L	ADDITIONAL	HOT DIF	HOT DIPPED GALVANIZED
ALT	ALTERNATE	ID	INSIDE DIAMETER
ANCH	ANCHOR BOLTS	MB	MACHINE BOLT
ARCH	ARCHITECTURAL	MFR	MANUFACTURER
ATTACH	ATTACHMENT	MATL	MATERIAL
BE	BEARING	MAX	MAXIMUM
BTWN	BETWEEN	MCH	MECHANICAL
BLKG	BLOCKING	MTL	METAL
BOTT	BOTTOM	MCRLLM	MICRO-LUM
B.O.	BOTTOM OF	MIN	MINIMUM
CA'ER	CAP/EE	NS	NEAR SIDE
CLG	CEILING	NPS	NEAR SIDE AND FAR SIDE
CHG	CHANGE	OC	ON CENTER
CHNL	CHANNEL	OC H J	OPEN WEB JOIST
CLR	CLEARANCE	OPNG	OPENING
COLL	COLLECTOR	OPD	OUTSIDE DIAMETER
COL	CONCRETE	OV	OVER
CONC	CONCRETE	PARA	PARALLEL
CJ	CONDENSING UNIT	PL	PLATE
CONN	CONNECTION	PLTW	PLYWOOD
CONT	CONTINUOUS	PT	POST-TENSIONED/PRE-TENSIONED
DP	DEEP	PT	PRESSURE TREATED
DIAG	DIAGONAL	PTF	PRESSURE TREATED DOUGLAS FIR
DA	DIAMETER	RFR	RAFTER
DN	DIRECTION	REIN	REINFORCEMENT
DBL	DOUBLE	REQD	REQUIRED
DWG	DRAWING	R/U	ROOF UP UNIT
DWGS	DRAWINGS	SAD	SEE ARCH DRAWING
EA	EACH	SDS	SELF DRILLING SCREWS
EE	EDGE WELDING	SHG	SHGTING
ELEC	ELECTRICAL	SHT	SHEET
ELEV	ELEVATION	SM	SIMILAR
EMBED	EMBEDMENT	SLB ON GRADE	SLAB ON GRADE
EQ	EQUAL	STD	STANDARD
E/O	EVERY OTHER	STL	STEEL
EX	EXISTING	STIF	STIFFENER
FB	FAR SIDE	STRNGR	STRINGER
FF	FINISH FLOOR	STRCT	STRUCTURAL
FLR	FLOOR	T&G	TAPERED STEEL GIRDER
FJ	FLOOR JOIST	THDRD	THREADED ROD
FTG	FOOTING	T&G	TONGUE AND GROOVE
FND	FOUNDATION	T&B	TOP AND BOTTOM
FRMG	FRAMING	TJ	TOP OF
GALV	GALVANIZED	TJ	TUBE JOIST
GA	GAUGE	TS	TUBE STEEL
GDR	GIRDER	TYP	TYPICAL
GLB	GLUE-LAM BEAM	UNO	UNLESS NOTED OTHERWISE
GWB	GYPSPM WALL BOARD	VF	VERIFY IN-FIELD
HGR	HANGER	VERT	VERTICAL
HWS	HEADED WELDED STUD	WAF	WELDED WIRE FABRIC
HDR	HEADER	W	WIDE FLANGE
HT	HEIGHT	W/O	WITHOUT
H8	HIGH STRENGTH		
H8B	HIGH STRENGTH BOLT		

GENERAL NOTES	
1. GENERAL NOTES APPLY TO ALL DRAWINGS.	
2. DO ALL WORK IN ACCORDANCE WITH ALL STATE AND LOCAL BUILDING CODES IN EFFECT AT PLACE AND TIME OF CONSTRUCTION.	
3. PROVIDE SPECIAL INSPECTION AS REQUIRED BY STRUCTURAL SPECIFICATIONS.	
4. CONSTRUCT THOSE FEATURES OF THE PROJECT, WHICH MAY NOT BE FULLY SHOWN, IN MANNER SIMILAR TO THAT USED FOR SIMILAR FEATURES.	
5. OPENING OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND RESOLVED PRIOR TO PROCEEDING WITH THE WORK.	
6. CONTRACTOR SHALL REVIEW THE NEED FOR TEMPORARY SHORING, CHEMICAL GROUTING OR UNDERPINNING PRIOR TO EXCAVATION. CONTRACTOR SHALL DESIGN AND INSTALL ALL TEMPORARY BRACING, ETC., REQUIRED DURING ALL STAGES OF WORK.	
7. CONTRACTOR SHALL SUBMIT IN WRITING, ANY REQUEST FOR MODIFICATIONS TO THE PLANS AND SPECIFICATIONS. SHOP DRAWINGS SUBMITTED FOR REVIEW DO NOT CONSTITUTE "IN WRITING" UNLESS IT IS CLEARLY NOTED THAT SPECIFIC CHANGES ARE BEING REQUESTED.	
8. ALL CONSTRUCTION WORK SHALL CONFORM TO 2015 IBC AND 2016 CBC.	
9. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR STARTING CONSTRUCTION AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.	
10. RETURN TO ARCHITECTURAL DRAWINGS FOR LOCATION AND EXTENT OF OPENINGS AND PENETRATIONS, COORDINATE PENETRATIONS. NO NEW OPENING SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT.	
11. REFER TO ARCH, MECH, AND ELECTRICAL DRAWINGS FOR LOCATION AND SIZE OF BLOCK OUT, INSERTS, OPENINGS, AND CURBS. DIMENSIONS ARE NOT SHOWN ON STRUCTURAL DRAWINGS.	
12. GENERAL CONTRACTORS SHALL VERIFY WITH STRUCTURAL ENGINEER ALL MECH. UNIT LOCATIONS PRIOR TO INSTALLATIONS.	
13. WHERE EXISTING FIREPROOFING IS TO BE DISTURBED TO ALLOW INSTALLATION OF NEW BRACINGS OR SIMILAR CONSTRUCTION, CONTRACTOR SHALL REPLACE IN KIND AFTER ALL NEW CONSTRUCTION IS IN PLACE. ALL STEEL STRUCTURES MUST BE COVERED BY ADEQUATE F. R. MATERIAL OR MAINTAINED WITH SAME F. R. MATERIAL.	
14. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY IF ANY DISCREPANCY AFFECTING STRUCTURAL WORK IS NOTED BETWEEN THE STRUCTURAL DRAWINGS AND ARCHITECTURAL OR MECHANICAL DRAWINGS.	
15. CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR HIS REVIEW, SPECIFICATIONS FOR ANY ITEM INTENDED TO BE USED AS A SUBSTITUTION FOR ITEMS SPECIFIED IN THESE DRAWINGS. CONTRACTOR SHALL NOT PROCEED UNTIL THE SUBSTITUTION HAS BEEN REVIEWED AND APPROVED BY THE ENGINEER.	
16. IN ADDITION TO THIS DOCUMENT, THE CONTRACTOR SHALL COMPLY WITH GENERAL MILL CRITERIA HANDBOOK AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCY BETWEEN THE TWO DOCUMENTS PRIOR TO STARTING ANY WORK.	
17. TENANT STRUCTURAL ADDITIONS AND MODIFICATIONS MUST BE REVISED AND APPROVED BY LANDLORD'S STRUCTURAL ENGINEER PRIOR TO START OF CONSTRUCTION. TENANT'S RESPONSIBLE FOR COST OF ALL APPROVED MODIFICATIONS.	
18. DETAILS SHOWN SHALL BE INCORPORATED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY CALLED OUT OR NOT.	
19. STRUCTURAL DRAWINGS HAVE BEEN COORDINATED WITH THE BASE BUILDING STRUCTURAL DRAWINGS IF ANY DISCREPANCIES OCCUR DUE TO AS-BUILT CONDITIONS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT 4 STRUCTURAL ENGINEER OF RECORD.	

CONSTRUCTION LIABILITY	
CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS AGREE THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR AND HIS SUBCONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY, AND NOT LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.	

DESIGN CATEGORY	
OCCUPANCY CATEGORY	• II
FLOOR LIVE LOAD	• 100 PSF
ROOF LIVE LOAD	• 20 PSF
CEILING DEAD LOAD	• 5 PSF
ROOF DEAD LOAD	• 15 PSF
WALL DEAD LOAD	• 14 PSF

WIND CRITERIA	
BASIC WIND SPEED	• 115 MPH (STRENGTH, VUL)
I	• 10
WIND EXPOSURE CATEGORY	• C
WIND FORCE RESISTING SYSTEM	• 22 PSF (ASCE 110, CH21)

SEISMIC CRITERIA	
SITE CLASSIFICATION	• B
SEISMIC RISK CATEGORY	• II
SITE COEFFICIENT Fa	• 1.00
SITE COEFFICIENT Fv	• 1.00
S1	• 0.18g
S2	• 0.24g
S3	• 0.48g
S4	• 0.72g
S5	• 0.96g
S6	• 1.44g
S7	• 2.16g
S8	• 2.88g
S9	• 3.60g
S10	• 4.32g
S11	• 5.04g
S12	• 5.76g
S13	• 6.48g
S14	• 7.20g
S15	• 7.92g
S16	• 8.64g
S17	• 9.36g
S18	• 10.08g
S19	• 10.80g
S20	• 11.52g
S21	• 12.24g
S22	• 12.96g
S23	• 13.68g
S24	• 14.40g
S25	• 15.12g
S26	• 15.84g
S27	• 16.56g
S28	• 17.28g
S29	• 18.00g
S30	• 18.72g
S31	• 19.44g
S32	• 20.16g
S33	• 20.88g
S34	• 21.60g
S35	• 22.32g
S36	• 23.04g
S37	• 23.76g
S38	• 24.48g
S39	• 25.20g
S40	• 25.92g
S41	• 26.64g
S42	• 27.36g
S43	• 28.08g
S44	• 28.80g
S45	• 29.52g
S46	• 30.24g
S47	• 30.96g
S48	• 31.68g
S49	• 32.40g
S50	• 33.12g
S51	• 33.84g
S52	• 34.56g
S53	• 35.28g
S54	• 36.00g
S55	• 36.72g
S56	• 37.44g
S57	• 38.16g
S58	• 38.88g
S59	• 39.60g
S60	• 40.32g
S61	• 41.04g
S62	• 41.76g
S63	• 42.48g
S64	• 43.20g
S65	• 43.92g
S66	• 44.64g
S67	• 45.36g
S68	• 46.08g
S69	• 46.80g
S70	• 47.52g
S71	• 48.24g
S72	• 48.96g
S73	• 49.68g
S74	• 50.40g
S75	• 51.12g
S76	• 51.84g
S77	• 52.56g
S78	• 53.28g
S79	• 54.00g
S80	• 54.72g
S81	• 55.44g
S82	• 56.16g
S83	• 56.88g
S84	• 57.60g
S85	• 58.32g
S86	• 59.04g
S87	• 59.76g
S88	• 60.48g
S89	• 61.20g
S90	• 61.92g
S91	• 62.64g
S92	• 63.36g
S93	• 64.08g
S94	• 64.80g
S95	• 65.52g
S96	• 66.24g
S97	• 66.96g
S98</	

REVISIONS	BY

LAP SPLICE FOR GRADE 60 BARS (TOP BARS)

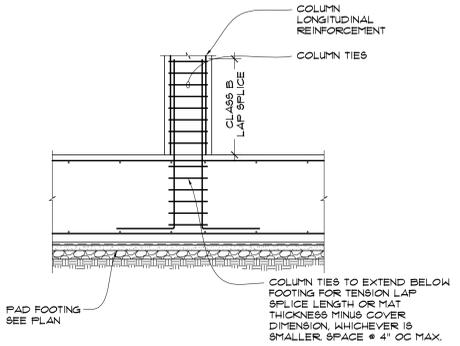
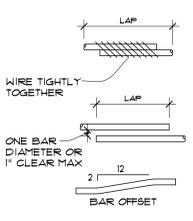
BAR SIZE (IN)	F _c = 3000 PSI		F _c = 4000 PSI		F _c = 5000 PSI		F _c = 6000 PSI	
	CLASS A (IN)	CLASS B (IN)						
#4	23	30	25	33	23	29	21	27
#5	30	40	31	41	28	36	26	33
#6	38	56	37	49	34	44	31	40
#7	47	61	54	71	49	63	45	58
#8	57	73	62	81	56	72	51	66
#9	68	95	70	91	63	81	57	74
#10	81	119	79	102	71	92	64	84
#11	101	131	101	114	88	102	77	93

LAP SPLICE FOR GRADE 60 BARS

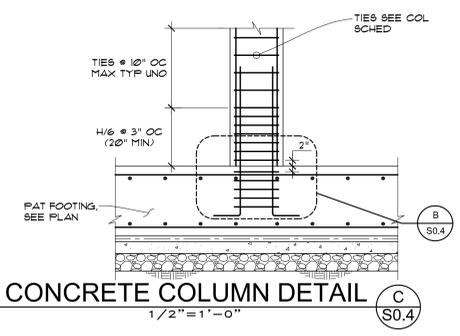
BAR SIZE (IN)	F _c = 3000 PSI		F _c = 4000 PSI		F _c = 5000 PSI		F _c = 6000 PSI	
	CLASS A (IN)	CLASS B (IN)						
#4	22	29	19	25	18	23	18	21
#5	28	36	24	31	22	28	20	26
#6	33	43	29	37	26	34	24	31
#7	40	53	42	54	39	49	34	45
#8	49	63	48	62	45	56	39	51
#9	62	81	54	70	48	63	44	57
#10	76	91	61	79	54	71	50	64
#11	91	101	67	87	60	78	55	71

- NOTES:
- TOP BARS = HORIZONTAL BARS (OTHER THAN IN WALLS) PLACED WITH MORE THAN 12" OF FRESH CONCRETE CAST BELOW THEM.
 - ABOVE TABLES ARE BASED UPON MINIMUM CLEAR COVER GREATER THAN 1.5d_b AND MINIMUM CLEAR SPACING GREATER THAN 2d_b. WHERE EITHER OF THESE REQUIREMENTS IS NOT MET, INCREASE LAP LENGTH BY 50%.
 - USE CLASS B FOR ALL BAR SPLICES UNLESS NOTED.

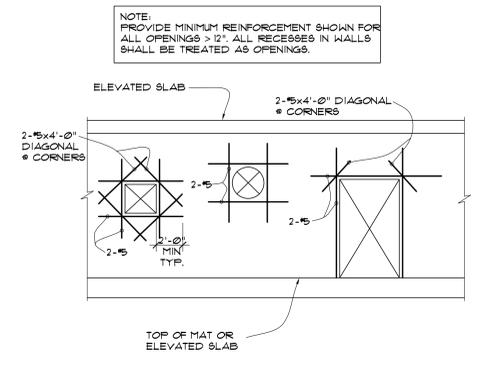
LAP SPLICE SCHEDULE (A) (S0.4)
 NTS



COLUMN BASE CONNECTION TO FOOTING (B) (S0.4)
 1/2" = 1'-0"



CONCRETE COLUMN DETAIL (C) (S0.4)
 1/2" = 1'-0"



ADDED REBAR AT CONCRETE WALL OPENINGS (D) (S0.4)
 3/16" = 1'-0"

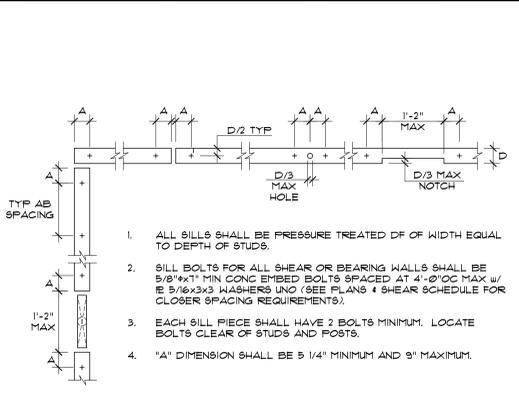
PLAN CHECK SET NOT FOR CONSTRUCTION



SHEARWALL ATTACHMENT SCHEDULE (1) (2) (12)

MARK	PLYWOOD SIZE AND NAILING	SILL PLATE TO FTG ATTACHMENT (4)		SILL PLATE ATTACHMENT (5) (6)		UNIT SHEAR (13) (14)
		SINGLE SIDED PLYWD.	DOUBLE (3) SIDED PLYWD.	SINGLE SIDED PLYWD.	DOUBLE SIDED PLYWD.	
6 [HWP-#]#	1/2" PLYWD NAILED WITH 10d @ 6" OC EDGES AND 10d @ 12" OC FIELD.	48" OC	24" OC	12" OC	6" OC	415
4 [HWP-#]#	1/2" PLYWD NAILED WITH 10d @ 4" OC EDGES AND 10d @ 12" OC FIELD.	36" OC	18" OC	8" OC	4" OC	715

- FRAMING AT ADJOINING PANEL EDGES SHALL BE 3 INCH NOMINAL OR WIDER AND NAILS SHALL BE STAGGERED WHERE NAILS ARE SPACED 3 INCHES ON CENTER.
- FRAMING AT SILL PLATES & ADJOINING PANEL EDGES SHALL BE 3 INCHES NOMINAL OR WIDER AND NAILS SHALL BE STAGGERED.
- WHERE PLYWOOD IS APPLIED ON BOTH FACES OF A WALL AND NAIL SPACING IS LESS THAN 6 INCHES ON CENTER ON EITHER SIDE, PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS OR FRAMING SHALL BE 3 INCHES NOMINAL OR THICKER AND NAILS ON EACH SIDE SHALL BE STAGGERED.
- SILL BOLT SPACING IS BASED ON 5/8" DIAMETER x 7" CONC. EMB. ANCHOR BOLT, SEE SECTIONS, USE A 3x SILL PLATE & 3"x3"x5/16" WASHERS, CENTER BOLTS ON SILL.
- BETWEEN WOOD FLOORS USE 1/4"x6"x6" SIMPSON SDS.
- AT ROOF USE 20d NAILS.
- [E] DENOTES EDGE NAILING SPACING, SEE ABOVE SCHEDULE.
[HWP-#]# DENOTES LENGTH OF SHEAR WALL IN FEET.
- [#] 1. DENOTES SINGLE SIDED SHEATHING ON THE SIDE CALL OUT IS ON
2. DENOTES SHEATHING REQUIRED ON BOTH SIDES OF WALL
- ALL SILL PLATES @ SHEAR WALLS SHALL BE 3x, PRESSURE TREATED.
- AT WALLS NOT DESIGNATED AS SHEAR WALLS USE 5/8" DIAMETER ANCHOR BOLT, AT 48" OC MAX SPACING, SEE SECTIONS.
- IF 2x PLATE IS SPLICED BETWEEN BOUNDARY ELEMENTS LAG SCREWS SHALL BE INSTALLED, TYP UNO.
- SHEATH EXTERIOR FACE OF ALL PERIMETER AND PARAPET WALLS USING TYPE 6 [HWP-#]# 1 SHEATHING TYP. UNO.
- ALL PANEL EDGES SHALL BE BLOCKED.
- UNIT SHEARS ARE FOR REFERENCE ONLY PER NDS, TAKEN AT ASD LEVEL.
- DOUBLE SIDED SHEARWALLS SHALL SEE TWICE THE UNIT SHEAR SHOWN.



ANCHOR BOLT AND SILL PLATE

3/4" = 1'-0"

(B) S0.5

- ALL SILLS SHALL BE PRESSURE TREATED DF OF WIDTH EQUAL TO DEPTH OF STUDS.
- SILL BOLTS FOR ALL SHEAR OR BEARING WALLS SHALL BE 5/8"x11" MIN CONC EMBED BOLTS SPACED AT 4'-0" OC MAX w/ 1/2" 5/8"x3/4" WASHERS UNO (SEE PLANS & SHEAR SCHEDULE FOR CLOSER SPACING REQUIREMENTS).
- EACH SILL PIECE SHALL HAVE 2 BOLTS MINIMUM. LOCATE BOLTS CLEAR OF STUDS AND POSTS.
- "A" DIMENSION SHALL BE 5 1/4" MINIMUM AND 9" MAXIMUM.

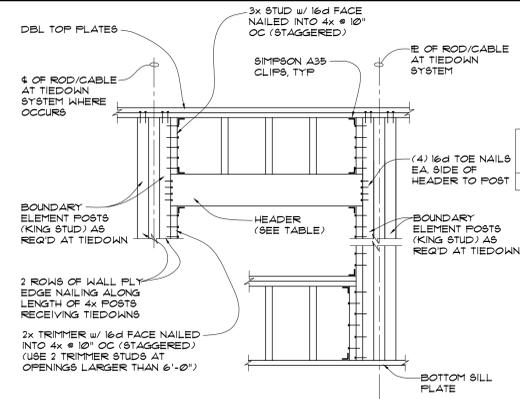


PLATE ATTACHMENT SCHEDULE

N.T.S.

NAILING PATTERN	FASTENER TYPE (1)	SPACING	
		SINGLE SIDED PLY	DOUBLE SIDED PLY
6 [HWP-#]#	A35/LTP4	16" OC	8" OC
4 [HWP-#]#	A35/LTP4	8" OC	5" OC
13 [HWP-#]#	A35/LTP4	8" OC	2 @ 8" OC (1)
2 [HWP-#]#	A35/LTP4	6" OC	2 @ 6" OC (1)

HEADER SCHEDULE

N.T.S.

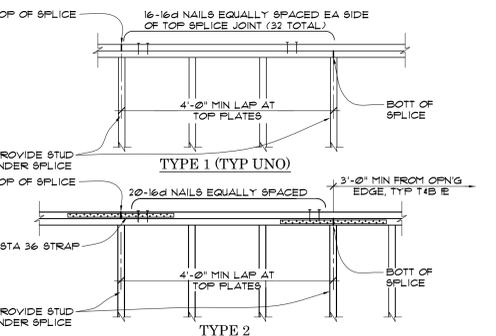
(D) S0.5

OPENING SIZE	HEADER SIZE (2x6 WALL)	HEADER SIZE (2x4 WALL)
4'-0" MAX	6x6	4x6
6'-0" MAX	6x8	4x8
8'-0" MAX	6x10	4x12
12'-0" MAX	6x12	3 1/2"x11 7/8" PSL
14'-0" MAX	5 1/4"x11 7/8" PSL	3 1/2"x14" PSL

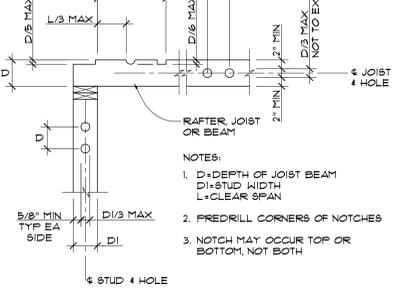
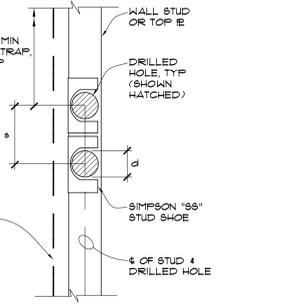
SHEARWALL SCHEDULE

N.T.S.

(A) S0.5



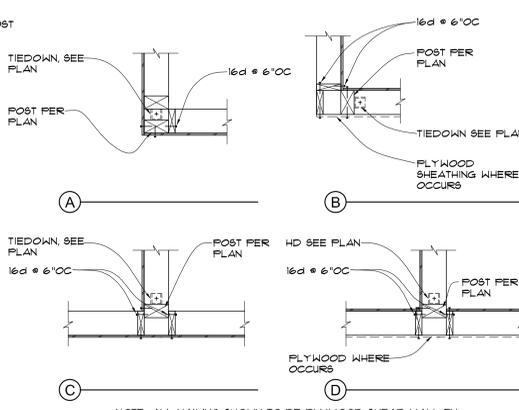
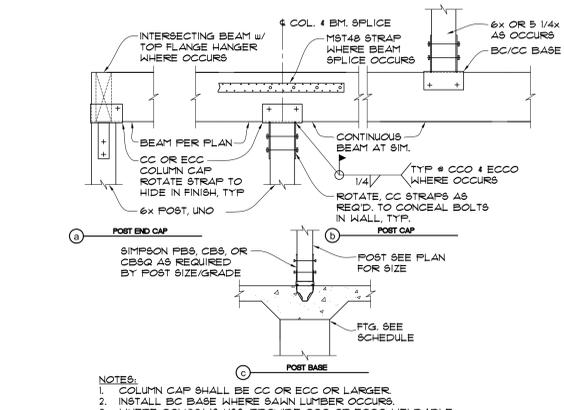
STUD SIZE	MAX OPENING, d (IN)	MIN SPACING, s (IN)
2x4	1 1/4"	8"
2x6	2"	10"



BEAM AND POST CONNECTION

3/4" = 1'-0"

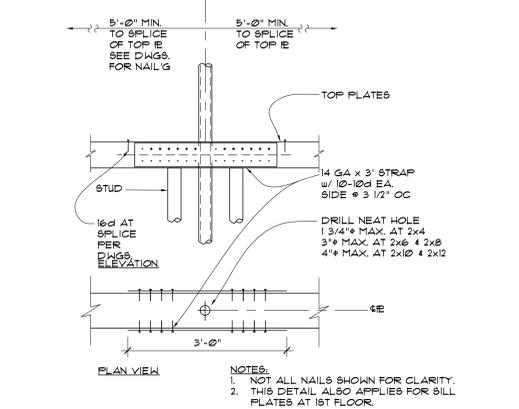
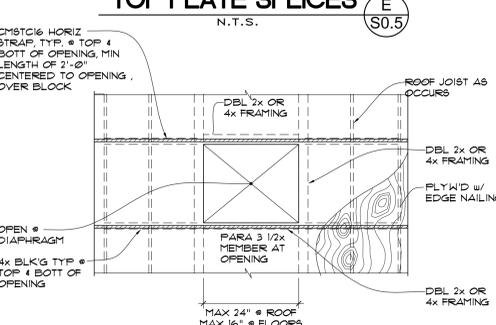
(H) S0.5



TOP PLATE SPLICES

N.T.S.

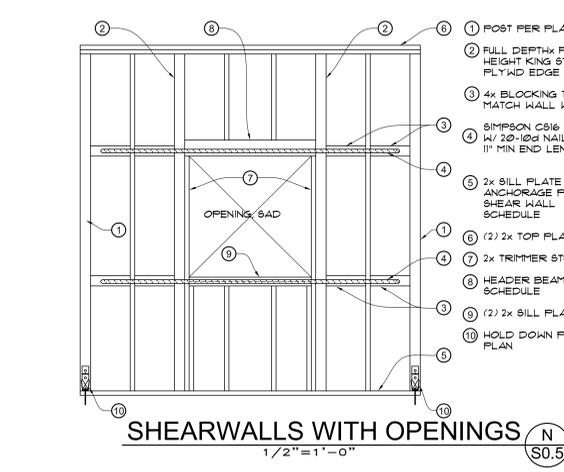
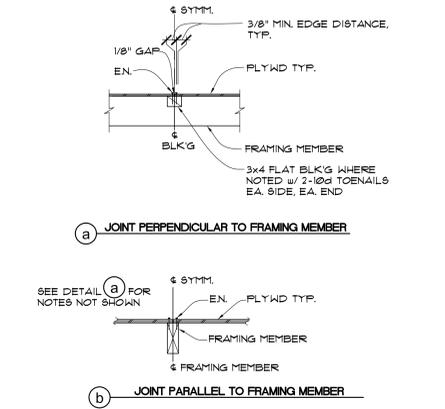
(E) S0.5



PLYWOOD NAILING

3/4" = 1'-0"

(M) S0.5



CEILING JOIST SCHEDULE

SIZE	MAX SPAN	SPACING	GRADE	NOTES
2x12	28'-0"	18" OC	#2 DF	-
2x10	22'-0"	24" OC	#2 DF	-
2x8	16'-0"	24" OC	#2 DF	-
2x6	12'-0"	24" OC	#2 DF	-
2x4	8'-0"	24" OC	#2 DF	-

NOTE:
1. CEILING JOIST ARE TYPICAL UNLESS NOTED OTHERWISE.

OPN'G AT ROOF DIAPHRAGMS

N.T.S.

(K) S0.5

TYPICAL WOOD WALL STUD SCHEDULE (*)

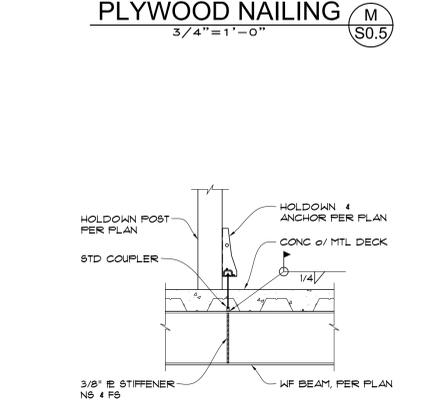
WALL TYPE	STUD SIZE	STUD SPACING	NOTES	MAX HEIGHT
EXTERIOR	2x6	16" OC	STUD GRADE OR BETTER	10'-0"
DOUBLE WET WALL	2x4	16" OC	NON BEARING	10'-0"
INTERIOR	2x4	16" OC		10'-0"
	2x6	16" OC		10'-0"

SEE ARCH FOR WALL TYPES.

HOLDOWN POST CONNECTION

3/4" = 1'-0"

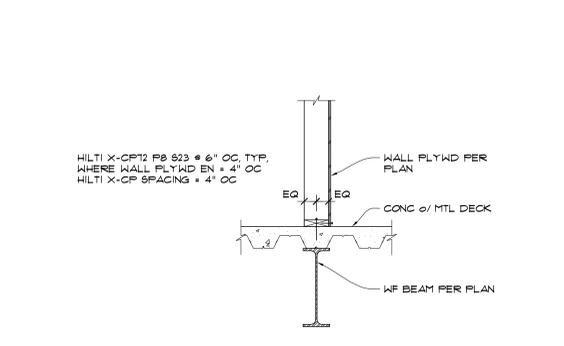
(L) S0.5



HOLDOWN TO STEEL BEAM

3/4" = 1'-0"

(S) S0.5



TYPICAL WOOD WALL - CONCRETE or METAL DECK

3/4" = 1'-0"

(T) S0.5



SECTION

3/4" = 1'-0"

(Q) S0.5

SECTION

3/4" = 1'-0"

(R) S0.5

SECTION

3/4" = 1'-0"

(S) S0.5

SECTION

3/4" = 1'-0"

(T) S0.5

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craig MIERS ARCH **george SCOTT CTS**

1624 Santa Clara Drive, Suite 230
Rocklin, CA 95661
916.780.0000
916.560.2207 mobile
916.780.0055 fax
cmiers@rocklinarchitects.com

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CITY OF ROCKLIN
ROCKLIN ADVENTURE PARK
 PACIFIC STREET
 ROCKLIN, CALIFORNIA 95677

SIERRA ENGINEERING
 G E O T E C
 TEL: 510.445.0550
 39812 MISSION BLVD., SUITE 100
 FREMONT, CA 94539
 FAX: 510.445.0440

TYPICAL WOOD FRAMING DETAILS

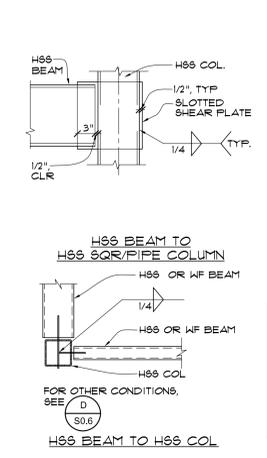
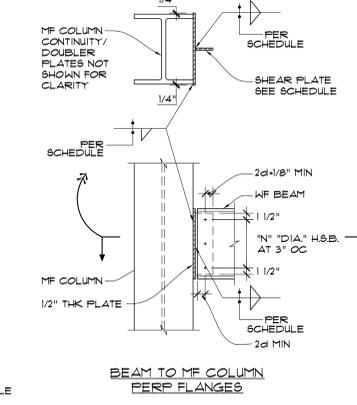
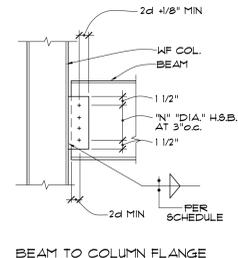
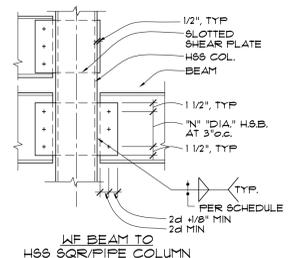
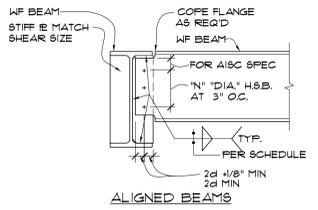
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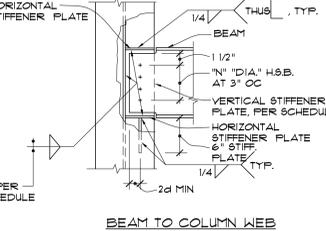
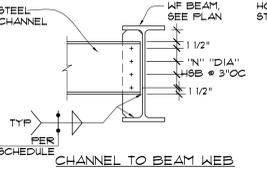
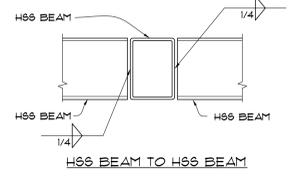
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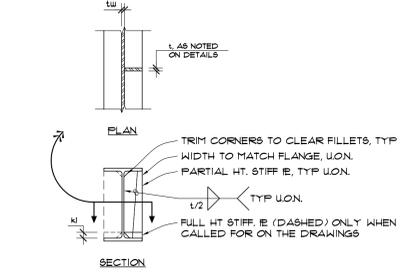
- NOTE:
- 1) AT SINGLE PLATE SHEAR CONNECTIONS, USE THIS TABLE TO DETERMINE NUMBER, DIAMETER, & SPACING OF BOLTS. SHEAR PLATE THICKNESS, AND FILLET WELD SIZE, USE SINGLE PLATE SHEAR TAB TYP. AT ALL SKEWED CONN. WHERE NOT DETAILED OTHERWISE.
 - 2) AT MOMENT FRAMES USE PRE-QUALIFIED SHEAR GEOMETRY - SEE DETAILS.
 - 3) ALL COMPLETE PENETRATION GROOVE WELDS TO BE TESTED 100 PERCENT BY ULTRASONIC TESTING OR BY RADIOGRAPHY.
 - 4) WELD FILLER METAL FOR THE PENETRATION GROOVE WELDS ARE TO HAVE A MINIMUM CVN TOUGHNESS VALUE OF 20FT-LB AT 0° F.
 - 5) ALL BOLTS SHALL BE H.S.B. UNO

N°	BEAM SIZE	SHEAR PLATE THICKNESS	H.S.B. DIA.	FILLET WELD SIZE	PLATE F _y
1	HSS	3/8"	3/4"	1/4"	36 KSI
2	W8x - W10x	5/16"	3/4"	1/4"	36 KSI
3	W12x - W14x	3/8"	7/8"	5/16"	36 KSI
4	W16x	3/8"	7/8"	5/16"	36 KSI
5	W18x - W21x	3/8"	7/8"	5/16"	36 KSI
7	W24x	3/8"	7/8"	5/16"	50 KSI
2	ANGLE	3/8"	5/8"	1/4"	36 KSI



TYPICAL STEEL BEAM CONNECTIONS

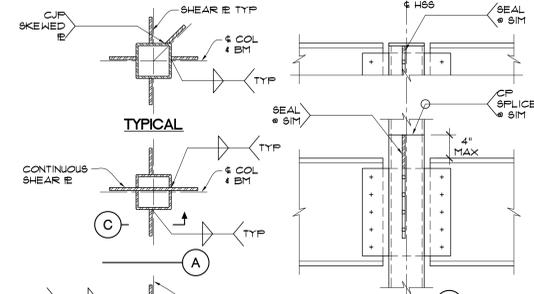
C S0.6



- NOTES:
1. STIFFENER THICKNESS IS CALLED OUT IN OTHER DETAILS, WELD IS PER THIS DETAIL, UON.
 2. STIFFENER PLATE WELD SHALL NOT EXCEED BEAM WEB THICKNESS (1w) AND SHALL NOT BE LESS THAN AISC MINIMUM.

TYPICAL BEAM WEB STIFFENER PLATE DETAIL

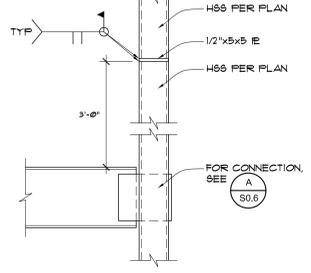
B S0.6



- NOTES:
1. FOR CONNECTION EA SIDE OF COL SEE (A)
 2. FOR CONNECTION EA SIDE OF COL EA WAY SEE (B)
 3. FOR WELD SIZES AND OTHER INFORMATION NOT SHOWN SEE (A) S0.6

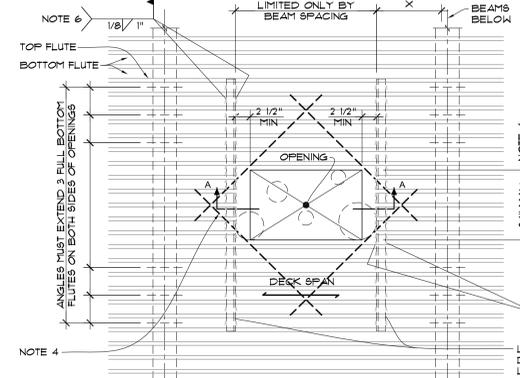
BEAM TO HSS COLUMN CONNECTION

C S0.6



SPLICE AT COLUMNS

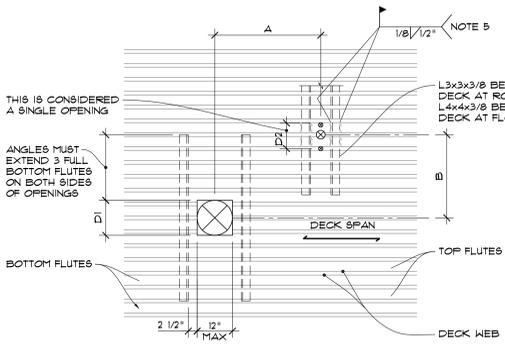
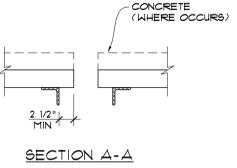
D S0.6



INTERMEDIATE REINFORCED DECK OPENING WITH OR WITHOUT CONCRETE FILL (24" MAX. OPENING PERPENDICULAR TO DECK)

E S0.6

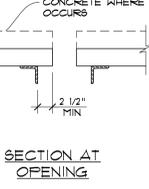
- NOTES:
1. IF X = 1'-0" ADJACENT REINFORCEMENT ANGLES MAY BE OMITTED.
 2. SEE ARCH, M, E, & P DRAWINGS FOR SIZE AND LOCATIONS. BLOCK OUT CONCRETE FILL AT OPENING.
 3. IF OPENING OCCURS IN ONE DECKING UNIT, DECK MAY BE CUT PRIOR TO POURING OF CONCRETE OTHERWISE DO NOT CUT DECK UNTIL 14 DAYS AFTER CONCRETE HAS BEEN CAST.
 4. FOR OPENINGS IN CONCRETE OVER MTL DECK ADD #4 BARS ADJACENT TO OPENINGS.
 5. TYPICAL ADJACENT TO EA CUT WEB AT CONCRETE OVER MTL DECK ONLY.
 6. AT CENTER OF EA BOTTOM FLUTE BEYOND OPENING TYPICAL AT CONCRETE OVER MTL DECK.



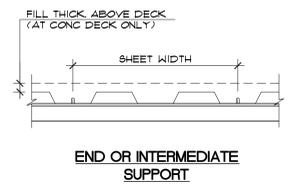
SMALL REINFORCED DECK OPENING WITH OR WITHOUT CONCRETE FILL (12" MAX. OPENING PARALLEL TO DECK)

F S0.6

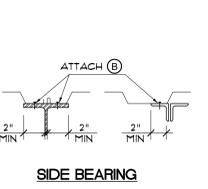
- NOTES:
1. SEE ARCH, M, E, & P DRAWINGS FOR SIZE AND LOCATIONS. BLOCK OUT CONCRETE FILL AT OPENING. DO NOT CUT DECK UNTIL AFTER ANGLES ARE INSTALLED AND 14 DAYS AFTER CONCRETE HAS BEEN CAST.
 2. LIMIT D1 AND D2 SUCH THAT NO MORE THAN 2 ADJACENT DECK WEBS ARE CUT IF 12" MODULE DECK IS USED AND NO MORE THAN 3 ADJACENT DECK WEBS ARE CUT IF 6" OR 8" MODULE DECK IS USED.
 3. IF BOTH A AND B ARE LESS THAN 2'-8" THE OPENINGS MUST BE CONSIDERED A SINGLE INTERMEDIATE OR LARGE OPENING. TYPICAL ADJACENT TO EA CUT WEB AT CONCRETE OVER MTL DECK ONLY.



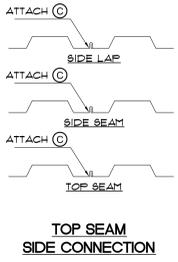
SECTION AT OPENING



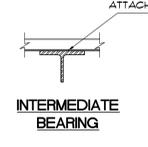
END OR INTERMEDIATE SUPPORT



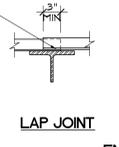
SIDE BEARING



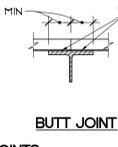
TOP SEAM SIDE CONNECTION



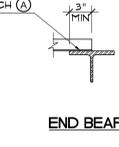
INTERMEDIATE BEARING



LAP JOINT



BUTT JOINT



END BEARING

END JOINTS

TYPICAL STEEL DECK ATTACHMENT DETAILS

NOTE: ATTACHMENT DETAILS ARE ALSO APPLICABLE AT WIDE FLANGES, ANGLES AND HSS WHERE THEY OCCUR.

DECK PROFILE	DECK ATTACHMENT		LOCATION	FILL THICKNESS ABOVE DECK	FILL REINF.	REMARKS
	AT PERPENDICULAR SUPPORTS (A)	AT PARALLEL SUPPORTS (B)				
W3	3/8"x1" PUDDLEWELD 4	3/8"x1" PUDDLEWELD 12" OC	DECK FRAMING	2" NW CONC	SEE NOTE 4 ON S1.0	5" TOTAL DEPTH
FLB-36	FNEUTEK FASTENERS 1	FNEUTEK FASTENERS 8" OC	ROOF DECK	-	-	16GA

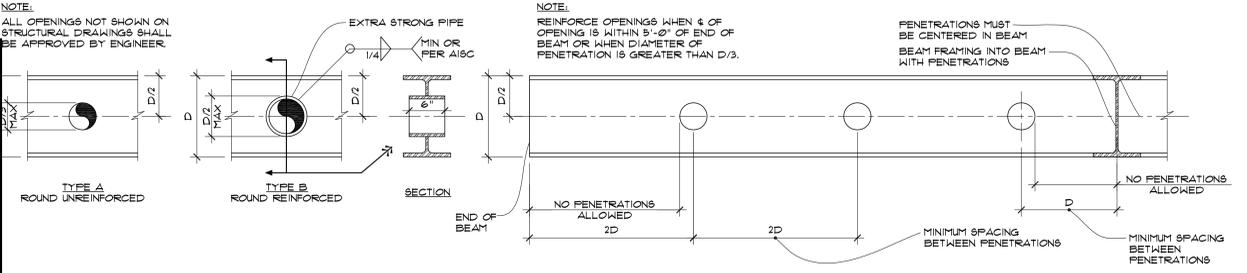
NOTE: ATTACHMENT OF DECK TO HAT CHANNELS AND HAT CHANNELS TO SUPPORT SHALL CONFORM TO SCHEDULE ABOVE.

DECK ATTACHMENT SCHEDULE

H S0.6

BEAM WEB PENETRATION LOCATION CRITERIA AND DETAILS FOR ROUND PENETRATIONS

G S0.6



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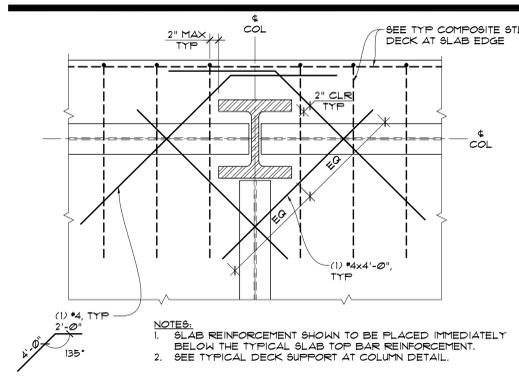
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TYPICAL STEEL DETAILS

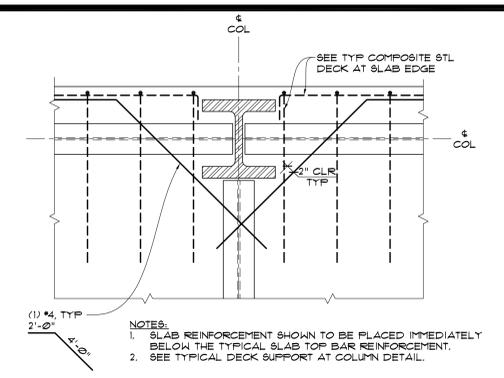
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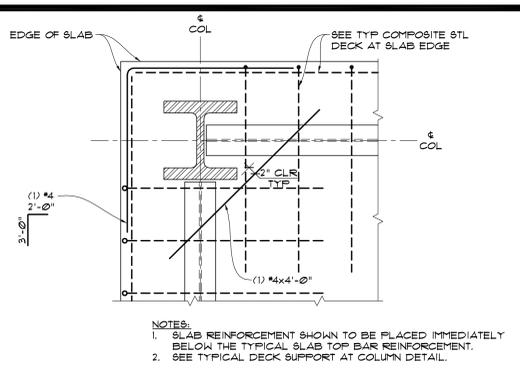
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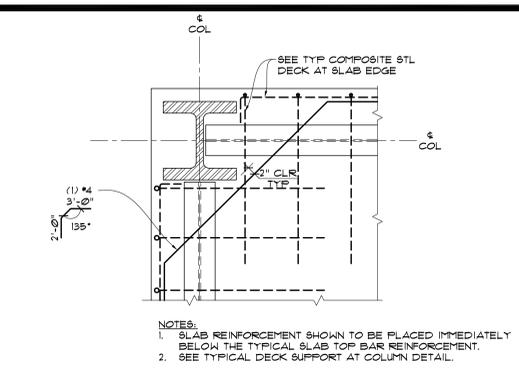
SLAB REINFORCEMENT AT EDGE COLUMN SLAB EDGE EXTENDS 2" OR MORE BEYOND FACE OF COLUMN
A S0.7



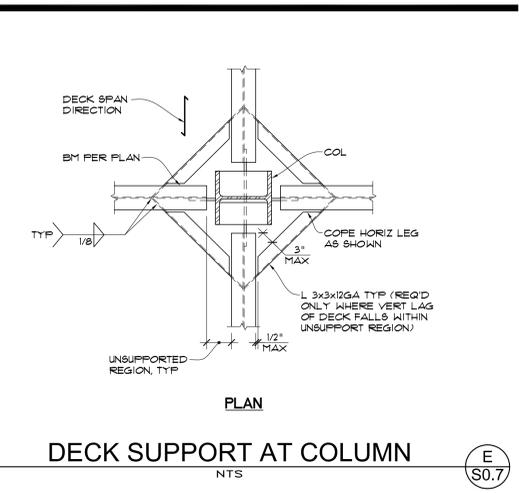
SLAB REINFORCEMENT AT EDGE COLUMN SLAB EDGE EXTENDS LESS THAN 2" BEYOND FACE OF COLUMN
B S0.7



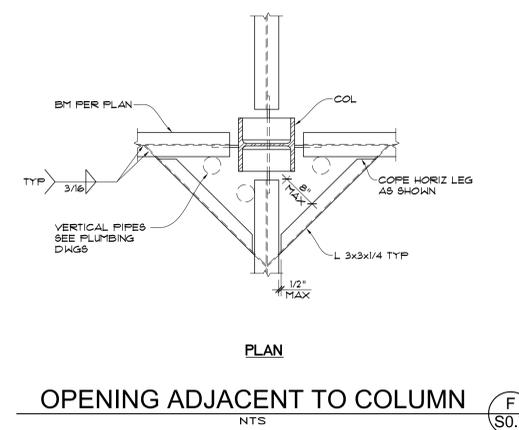
SLAB REINFORCEMENT AT CORNER COLUMN SLAB EDGE EXTENDS 2" OR MORE BEYOND FACE OF COLUMN
C S0.7



SLAB REINFORCEMENT AT CORNER COLUMN SLAB EDGE EXTENDS LESS THAN 2" BEYOND FACE OF COLUMN
D S0.7



DECK SUPPORT AT COLUMN
E S0.7



OPENING ADJACENT TO COLUMN
F S0.7

craig MIERS + **george SCOTT**
ARCHITECTS
1624 Santa Clara Drive, Suite 230
Rocklin, CA 95661
916.780.0100
916.560.2227 mobile
916.780.0105 fax
cmr@miersscottarchitects.com

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CITY OF ROCKLIN
ROCKLIN ADVENTURE PARK
PACIFIC STREET
ROCKLIN, CALIFORNIA 95677

SIERRA
ENGINEERING
G E O T E C H
TEL: 510.445.0550
39812 MISSION BLVD., SUITE 100
FREMONT, CA 94539
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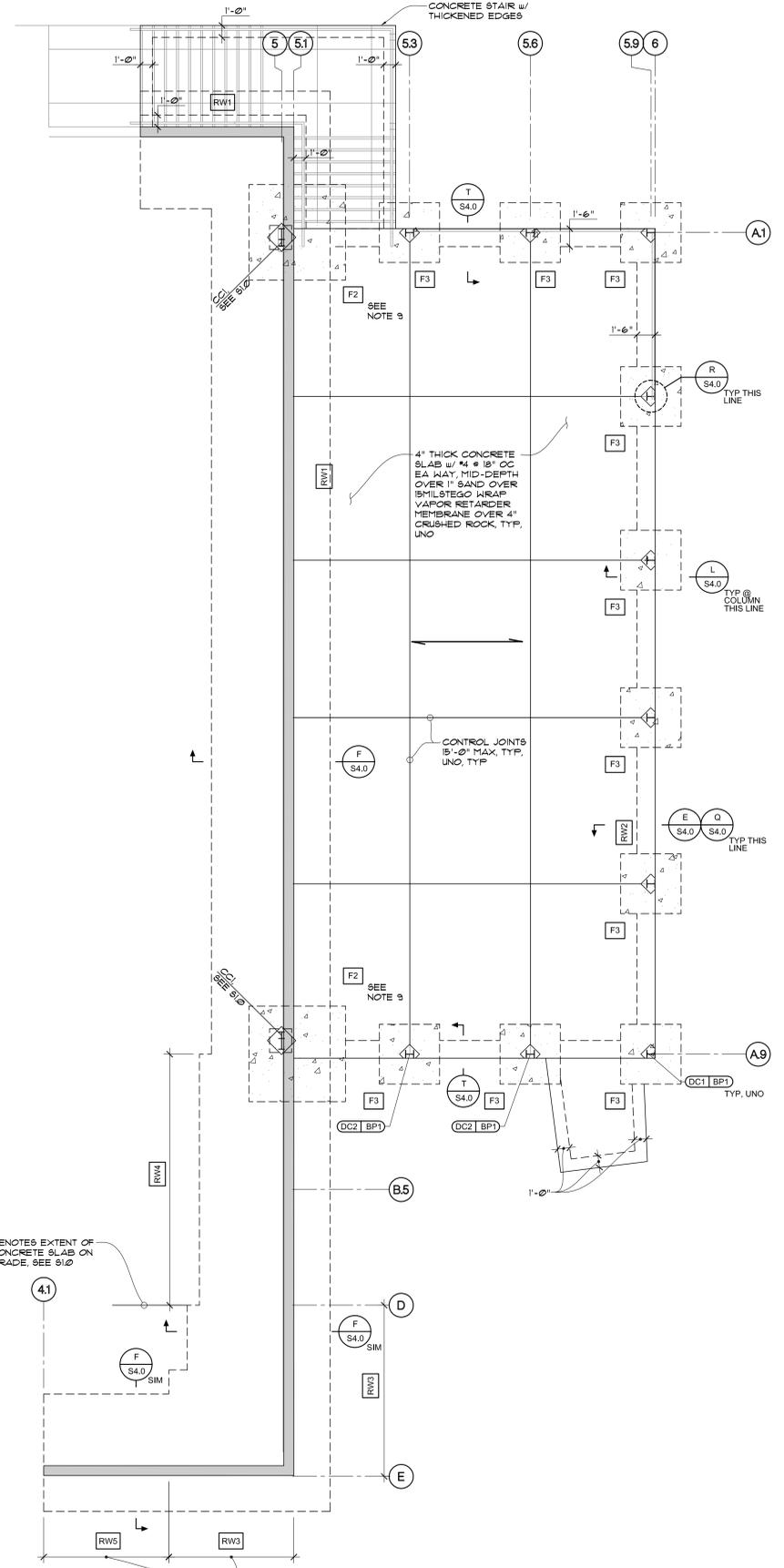
TYPICAL STEEL DETAILS
Agenda Item #25.
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DATE: _____
SCALE: _____
JOB NO.: _____
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- NOTES:**
- SEE S02 TO S02 FOR GENERAL NOTES AND MATERIAL SPECIFICATIONS.
 - SEE S03 TO S06 FOR TYPICAL DETAILS.
 - FOR CONTROL JOINTS & CONSTRUCTION JOINTS, SEE S03.
 - COLUMN BLOCKOUT, SEE S03.
 - SEE GEOTECHNICAL REPORT FOR SLAB UNDERLAINMENT & RECOMMENDATIONS.
 - SOIL ENGINEER TO INSPECT AND APPROVE FOUNDATION AND SUBMIT APPROVAL TO CITY, PRIOR TO CITY INSPECTION.
 - ALL HOLD-DOWNS SHALL BE SET IN PLACE BY TEMPLATE PRIOR TO FOUNDATION INSPECTION.
 - FOR SIZE AND SPACING OF ANCHOR BOLTS, SEE SHEARWALL SCHEDULE.
 - PROVIDE REINFORCEMENT PER FOOTING SCHEDULE WITHIN RETAINING WALL FOOTING. FOR EXTENTS OF REINFORCING REFER TO S4.0.

- LEGEND**
- DENOTES COLUMN.
 - COLUMN BLOCKOUT, SEE SCHEDULE.
 - RETAINING WALL CALLOUT, SEE SCHEDULE.
 - CONCRETE RETAINING WALL.
 - CONCRETE PAD FOOTING.
 - DENOTE SLOPING SLAB SEE ARCH.

RETAINING WALL SCHEDULE

TYPE	NOTE
RW1	F S4.0
RW2	E S4.0
RW3, RW4, RW5	F S4.0 SIM

- SEE SECTION FOR LOCATION OF REFERENCED DIMENSIONS & SPECIFICATIONS.
- RW1, RW4, SHALL BE LATERALLY SHORED AT THE TOP OF WALL UNTIL SLAB AND CONCRETE OVER METAL DECK (AS OCCURS) IS POURED. CONCRETE SHALL CURE FOR A MINIMUM OF 14 DAYS OR UNTIL APPROVED CONCRETE MIX DESIGN OR TESTING CAN DEMONSTRATE 10% CONCRETE STRENGTH OR GREATER.

COLUMN SCHEDULE

MARK	SIZE	NOTE
DC1	18x40	FULL HEIGHT
DC2	18x40	-

PAD FOOTING SCHEDULE

TYPE	SIZE	DEEP	NOTE
F1	1'-0" x 1'-0"	2'-0"	(7) #6 EACH WAY, T4B
F2	8'-0" x 8'-0"	2'-0"	(8) #6 EACH WAY, T4B
F3	5'-0" x 5'-0"	-	-

BASE PLATE SCHEDULE

MARK	TYPE	NOTE	ANCHOR BOLT DIA	# OF BOLT	EMBED
BP1	I	P S0.3	1"	2	15"

FOUNDATION & DECK FRAMING PLAN

3/8"=1'-0"

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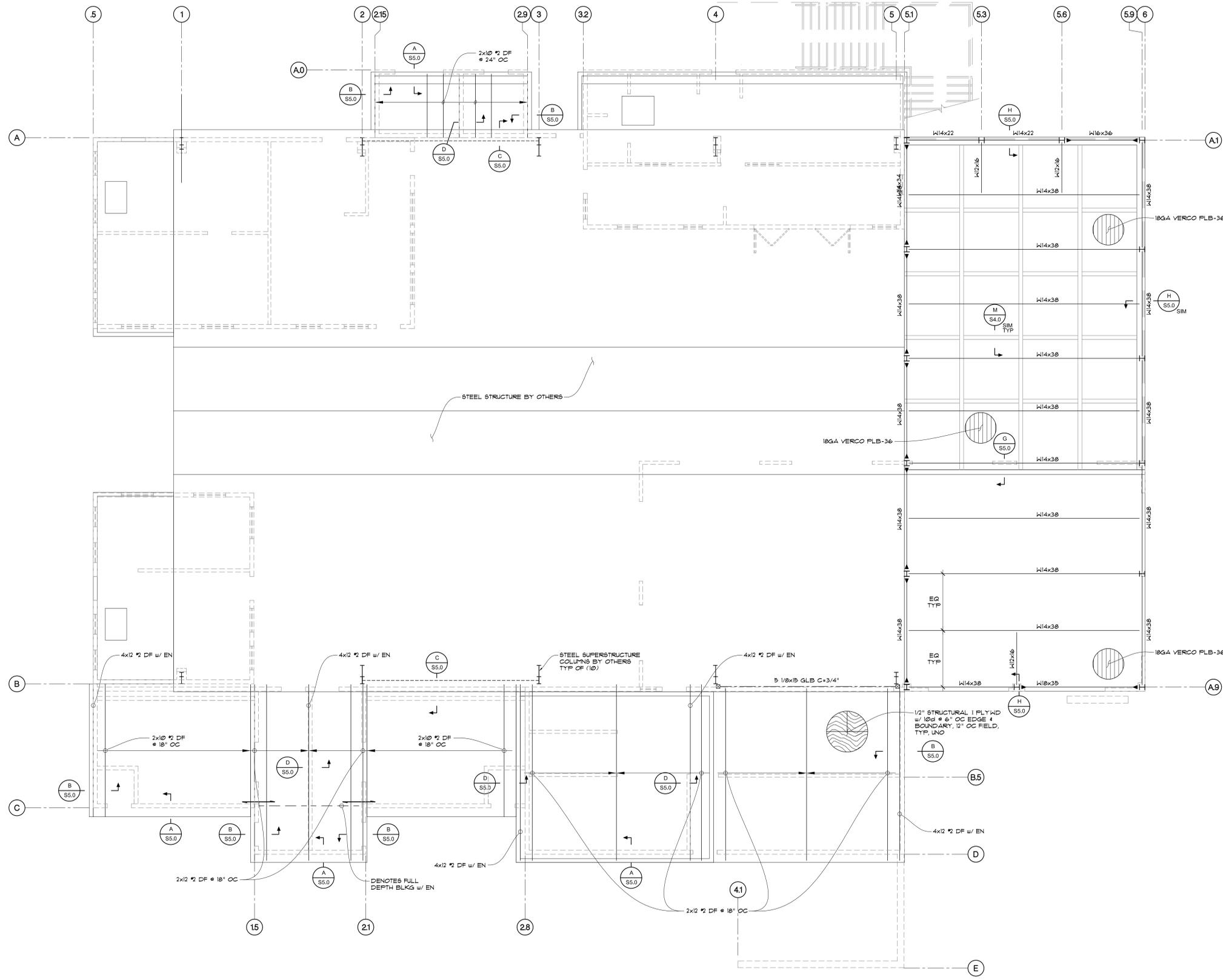
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SIERRA ENGINEERING GROUP
 TEL: 510.445.0550
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 FREMONT, CA 94539
 FAX: 510.445.0440

RETAINING WALL AND LOWER FOUNDATION PLAN

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- ROOF FRAMING NOTES:**
1. VERIFY ALL DIMENSIONS WITH ARCH DRAWINGS. FOR DIMENSIONS NOT SHOWN REFER TO ARCH DRAWINGS.
 2. SEE SHEET 800 TO 806 FOR SPECIFICATION, GENERAL NOTES AND TYPICAL DETAILS.
 3. WALLS SHOWN ARE WALLS BELOW THIS LEVEL UNO.
 4. ALL WOOD WALLS SHALL BE 2x6 @ 16" OC.
 5. DO NOT SCALE DRAWINGS. SCALE FOR REFERENCE ONLY.
 6. VERIFY ALL PENETRATION WITH ARCHITECTURAL AND MECHANICAL DRAWINGS PRIOR TO BEGIN CONSTRUCTION.
 7. FOR TYPICAL CEILING JOIST FRAMING, SEE (P/S0.5) UNO.
 8. STEEL SUPERSTRUCTURE DESIGN IS PERFORMED BY OTHERS.
 9. VERCO ROOF DECK SHALL NOT EXCEED 1'-0" UNSUPPORTED CLEAR SPAN.

- LEGEND**
- DENOTES WOOD POST, 6x6 1" DF FOR 2x6 WALL OR 4x6 1/2 DF FOR 2x4 WALL, MIN. TYP UNO.
 - ▨ DENOTES WOOD SHEARWALL, SEE SHEARWALL SCHEDULE.
 - DENOTES WALL BELOW.
 - DENOTES HEADER FOR HEADER SCHEDULE.
 - SEE (D/S0.5) TYP UNO.
 - DENOTES SIMPSON STRAP CS16 TYP. UNO.
 - C+ UPWARD'S CAMBER.
 - ↻ DENOTES MOMENT CONNECTION, SEE (J/S5.0)

ROOF FRAMING PLAN

3/8"=1'-0"

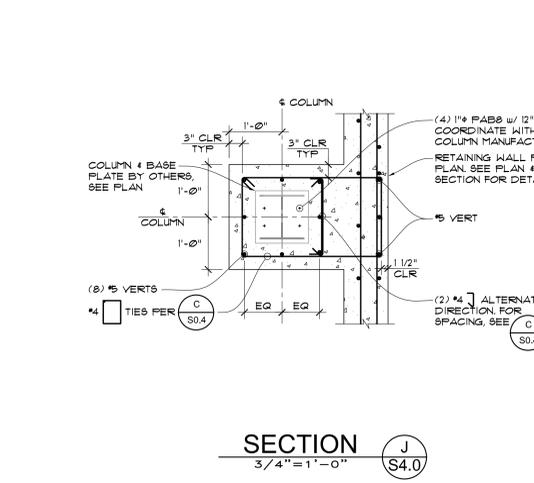
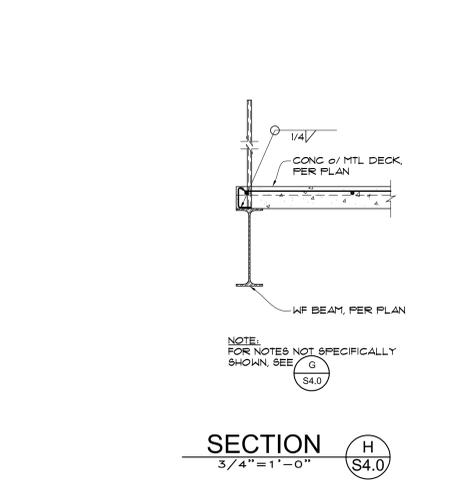
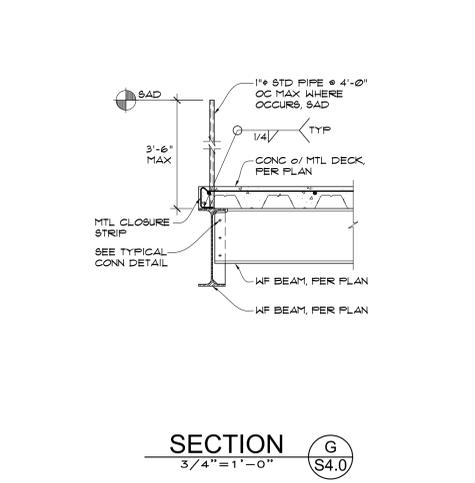
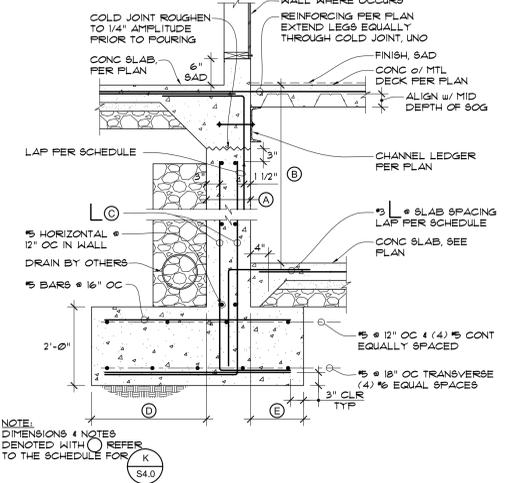
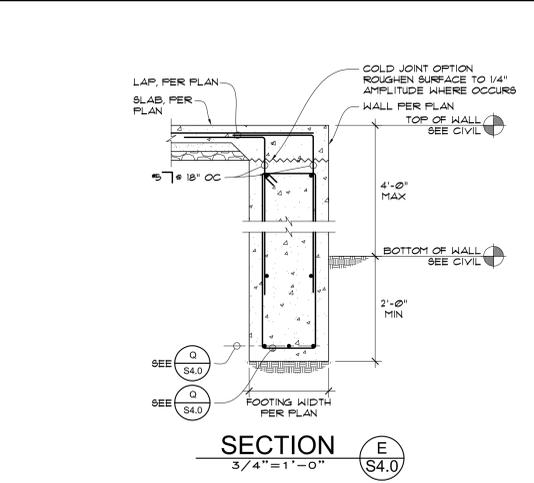
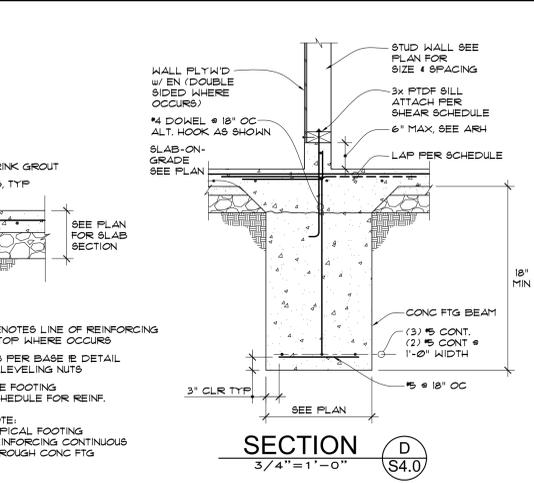
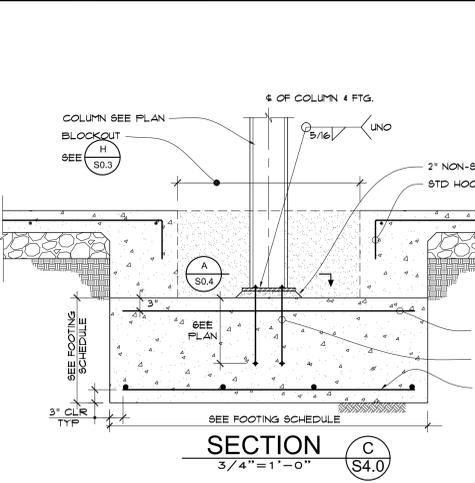
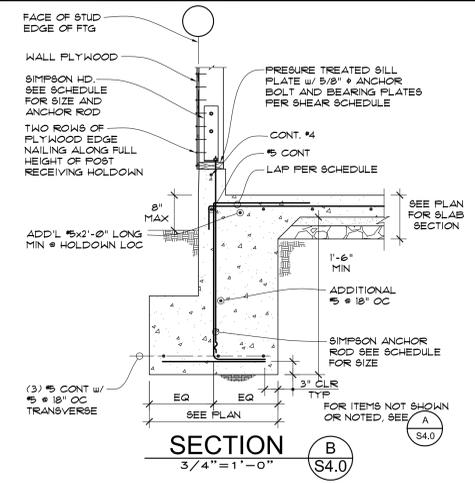
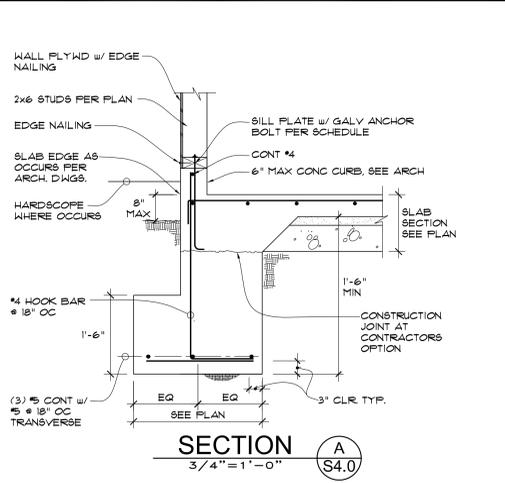
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ROOF FRAMING PLAN
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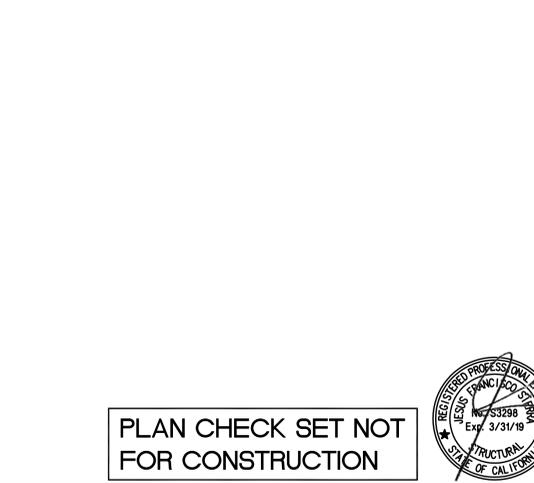
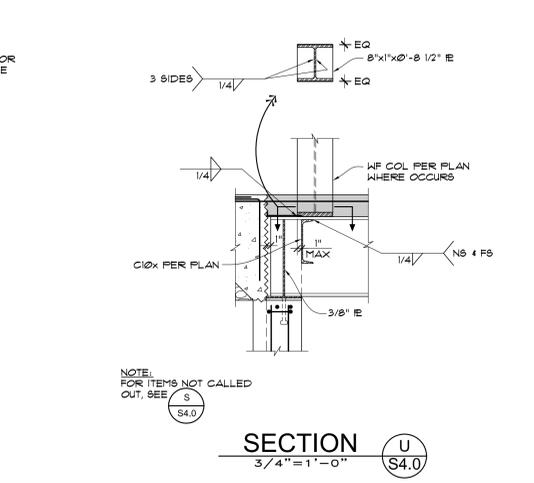
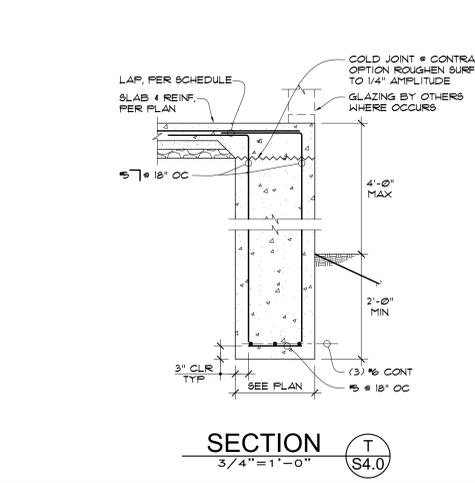
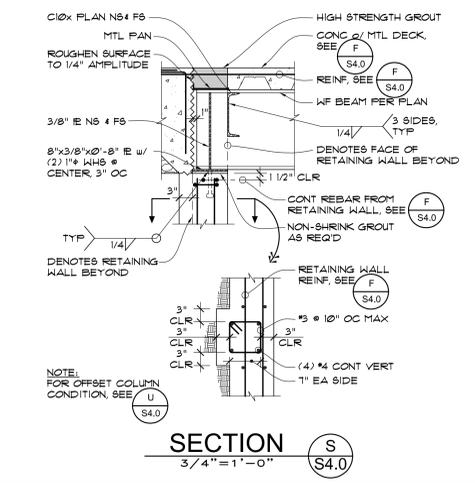
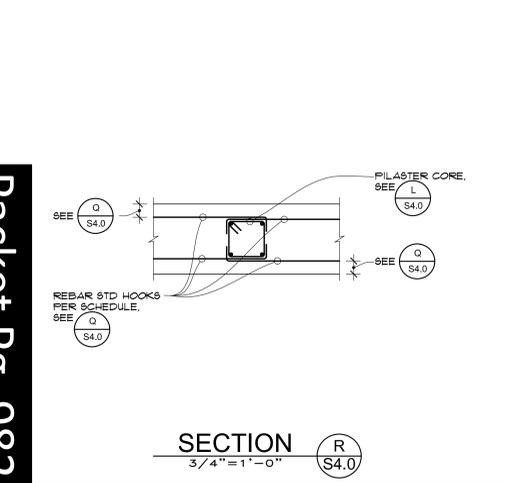
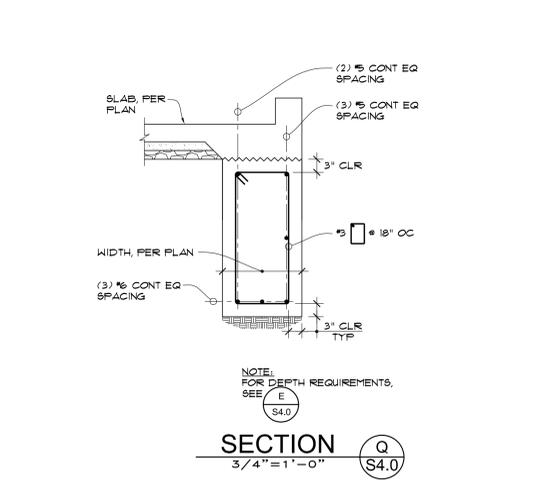
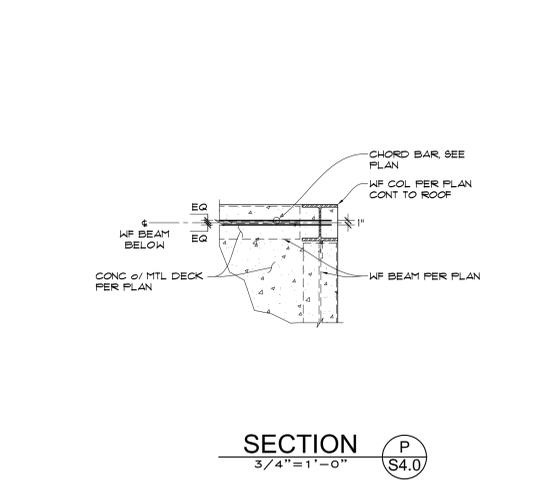
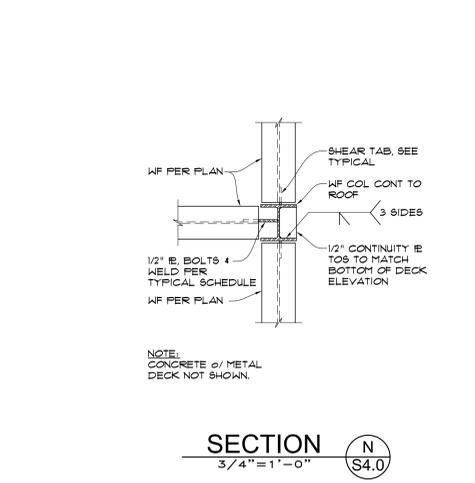
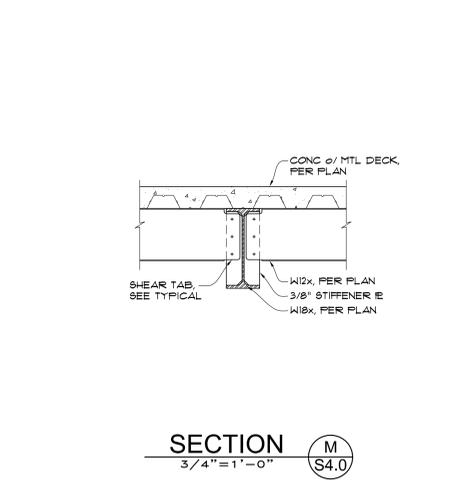
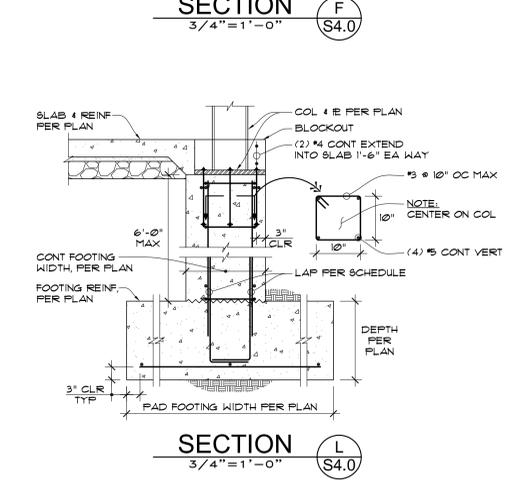
PLAN CHECK SET NOT FOR CONSTRUCTION





RETAINING WALL SCHEDULE						
TYPE	A	B	C	D	E	F
RW1	10'	11'-0" MAX	7' @ 12" OC	5'-0"	2'-2"	-
RW2	-	-	-	-	-	-
RW3	10'	12'-0" MAX	7' @ 12" OC	8'-0"	2'-2"	-
RW4	10'	11'-0" MAX	7' @ 12" OC	6'-0"	2'-2"	-
RW5	10'	8'-0" MAX	7' @ 12" OC	5'-0"	2'-2"	-

*SEE SECTION FOR LOCATION OF REFERENCED DIMENSIONS & SPECIFICATIONS.



PLAN CHECK SET NOT FOR CONSTRUCTION



craig MIERS **george SCOTT**
ARCHITECTS
1624 Santa Clara Drive, Suite 230
Rocklin, CA 95661
916.780.0100
916.960.2207 mobile
916.780.0105 fax
cmers@miersscottarchitects.com

REVISIONS	BY

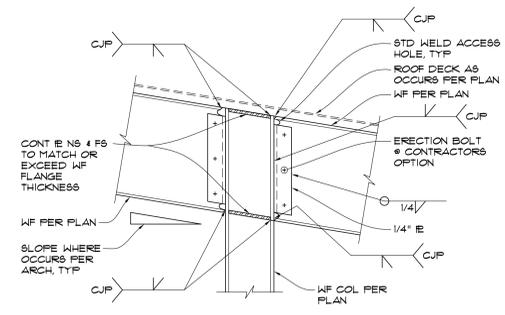
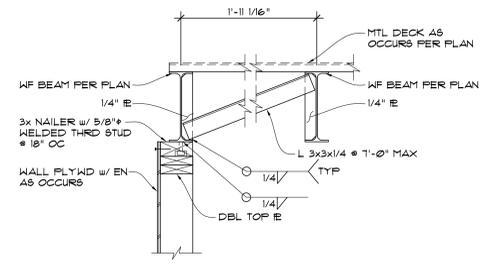
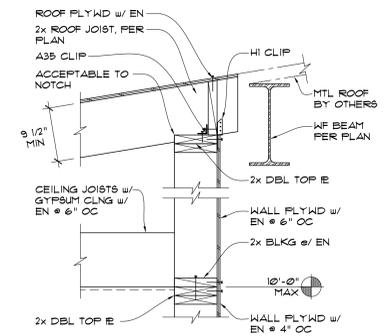
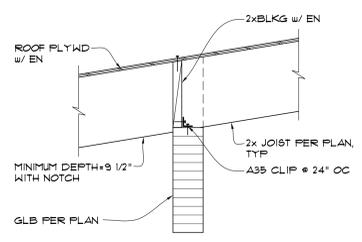
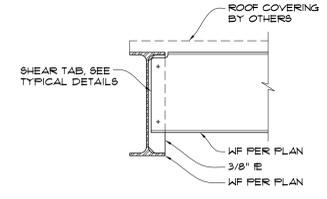
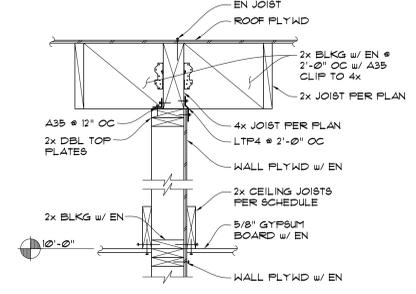
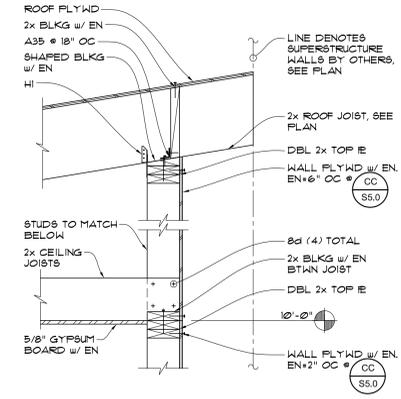
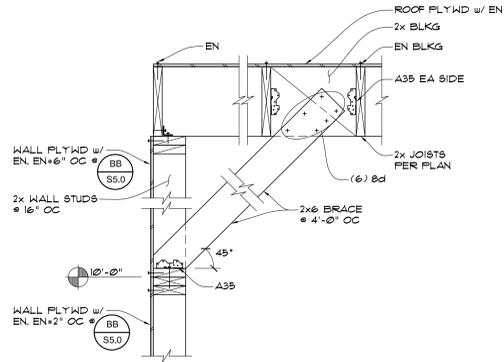
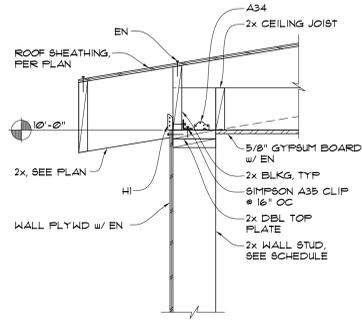
CITY OF ROCKLIN
ROCKLIN ADVENTURE PARK
PACIFIC STREET
ROCKLIN, CALIFORNIA 95677

SIERRA ENGINEERING
G E O U P
TEL: 510.445.0550
39812 MISSION BLVD., SUITE 100
PREMONT, CA 94539
FAX: 510.445.0440

Agenda Item #25.
DRAWN BY: _____
CHECKED BY: _____
DATE: _____
SCALE: _____
JOB NO.: _____
OF 1 _____

Packet Pg. 982

REVISIONS	BY



CITY OF ROCKLIN
 ROCKLIN ADVENTURE PARK
 PACIFIC STREET
 ROCKLIN, CALIFORNIA 95677

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 TEL: 510.445.0550
 39812 MISSION BLVD., SUITE 100
 FREMONT, CA 94539
 FAX: 510.445.0440

DETAILS
 Agenda Item #25.
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 SCALE: _____
 JOB NO.: _____



PLAN CHECK SET NOT FOR CONSTRUCTION



BACK TO AGENDA

CITY MEMORANDUM

DATE: February 16, 2018
TO: Mayor Ken Broadway and members of the Rocklin City Council
FROM: Ricky A. Horst, City Manager
SUBJECT: City Manager Report

1. CalPERS Board Reduces Amortization Policy: The CalPERS Board of Administration on February 14, 2018 adopted the staff recommendation to reduce the agency's amortization policy from 30 years to 20 years for all investment gains and losses. This modification is only for prospective accumulation of amortization. This means that current unfunded liabilities will not change from where they are currently.

This policy change will be reflected in cities, June 2019 valuation reports; however city budgets will not be impacted by the newly adopted policy until FY 2001-2022.

The League of Cities did not take a position on the proposed policy change because there are different implications for cities throughout California. In fact, for the City of Rocklin, while there will be some ramp up in cost, we are in a better position to absorb that cost in the short term and will realize significant savings in the long-term. In fact, staff will be evaluating the potential to adopt the amortization policy change soon to capture the recent above market returns.

2. Redevelopment Successor Agency Oversight Board Consolidation: In December 2011, the California Supreme Court issued its opinion in the case of California Redevelopment Association, verses Matosantos. The Court upheld the right of the State to dissolve redevelopment agencies pursuant to AB X1 26, and together with later amendments is referred to as the Dissolution Act. Based on the Dissolution Act, all redevelopment agencies were dissolved.

June 30, 2003

Page 2

As required under the Dissolution Act, Individual Oversight Boards were formed by each successor agency. The task of the Oversight Board was to review a variety of actions taken by the Successor Agency, with its primary role being the approval of the annual Recognized Obligation Payment Schedule (ROPS). The ROPS lists various outstanding financial obligations that the Successor Agency must repay each year and are submitted to the Department of Finance annually.

Pursuant to the Dissolution Act, the existing Oversight Boards within the County must be consolidated into one county-wide board beginning July 1, 2018. At this time the City of Rocklin Oversight Board will be dissolved.



BACK TO AGENDA

City Council Report

Subject: Disposition of Proposed Fire Station No. 23 – New Construction

Submitted by: Ricky A. Horst

Date: February 27, 2018

Department: Office of the City Manager

Staff Recommendation:

Direct staff to not move forward with the construction of the New Fire Station No. 23 and authorize a reallocation of bond funds in support of a remodel and retrofit of existing Fire Stations No. 23 and No. 24.

Direct staff to prepare a list of potential projects for the unencumbered balance of bond funds that need to be under contract no later than February 2019 to include all recommendations put forth by the City Council.

BACKGROUND: On June 24, 2015, the City Council approved the FY 2015-2016 budget along with resolution No. 2015-171 which approved the 2015-2019 Capital Investment Plan (CIP). Included in the plan was "Fire Station No. 23, Land Acquisition/Design/Construction project. On March 8, 2016, the City Council authorized via Resolution No 2016-210 a professional services agreement for the design of Fire Station No. 23, a new build.

The intention to design and potentially build a new fire station was promulgated in support of two major objectives: (1) the existing Fire Station was in need of functional upgrade and other infrastructure improvements such a floor replacement, electrical modifications, functionality upgrades and cosmetic improvement; (2) with the recent completion of the Amphitheater and Quarry Park, the existing fire house structure was to be repurposed to support food and merchant vendors.

Since that time a number of things have occurred to cause us to revisit the recommendation for building a new Fire Station No. 23. On January 24, 2017, the City entered into a Rocklin Quarry Adventure Park Master Agreement for the design, construction and operation of Quarry Park Adventures. As a part of the design, the Park would include a support structure designed to house food and merchandize vendors that would be operated or managed by Legacy Family Adventures-Rocklin LLC. This activity began to change the reflection of what the existing fire house structure would be used for and the City did not desire to compete against ourselves via this new Adventure Park concept. Further on June 13, 2017, the City Council authorized a Purchase and Sale Agreement with Brentwood Development for the property

known as the Big Gun site. Their proposed development known as “The Quarry” will bring significant food and merchandize vendors into the area.

Lastly, based on a budget estimate as prepared by Calpo Hom & Dom Architects, the firm hired by the City for the design and architecture work for a new Fire Station No. 23, the project is estimated to cost \$6,362,583. This estimate does not include impact fees and meter placement fees from all utility providers and other miscellaneous items. The original cost estimates for design and construction is \$4,099,000, a difference of \$2,263,583 that is currently unfunded.

In light of the estimated cost of the proposed New Fire Station No. 23 coupled with the provision of significant food and merchandise vendors both at Quarry Park Adventures and at “The Quarry”. It would seem to be more fiscally prudent and beneficial for the City to consider a remodel of the existing Fire Station No.23. Such action would also allow for a remodel of existing Fire Station No. 24 as well.

Should the City Council elect not to move forward with the construction of a new Fire Station No. 23, the parcel currently planned for this project would now be available for the following consideration: (note, a decision is not necessary at present)

1. Sell the parcel as this site is well suited for retail/commercial development which would bolster the downtown economy and further serve to enhance the downtown and bring additional revenues into the City coffers in support of public safety, transportation needs, parks and other city services. The estimated value (without a formal appraisal is approximately is \$700k plus).
2. Land Lease the property for retail/commercial development at an appropriate annual lease rate. Such a lease would need to be long-term but would realize the same economic benefits referenced above and include an annual lease payment to the City.

Findings: The Rocklin Public Financing Authority authored the issuance of 2016 Lease Revenue Bonds for the purposes of (1) refinancing the remaining obligations of the Authority’s Certificates of Participation (Police Facilities and Refunding) issued on December 4, 2003, (2) borrow funds to help finance the acquisition and construction of capital improvement projects, expected to include a new fire station, remodel of existing fire station, police radio consoles and ancillary equipment, the remodel of the City’s Administration Building and Phase II of the City’s Quarry Park [*Quarry Adventure Park*], and (3) cost of issuance.¹

Bond Expenditures to Date:

PD Dispatch Console	\$ 370,675.00
Sunset Whitney Golf Course Purchase	\$1,220,000.00
Entrance Road, Parking Lot & Utilities	\$ 650,000.00
Adventure Park Site Work	\$ 200,000.00
Police Department Parking Lot Extension	\$ 113,175.00
New Fire Station No. 23 Land Acquisition & Design	\$ 390,570.00
Partial City Hall – IT Project/Office Refurbishment	\$ 96,481.00

¹ Rocklin Public Finance Authority, 2016 Lease Revenue Bonds, Official Statement, Dated October 4, 2016

Quarry Park Phase II Tree Removal/Other	\$ 52,299.00
Existing Fire Station Upgrades	\$ 67,521.00
	\$3,160,721.00

Allocation of Remaining Bond Funds
 Based on Determination not to Construct
New Fire Station No. 23:

Remodel of Existing Fire Stations No.23 & No. 24	\$1,800,000.00
Adventure Park Service Center	\$1,400,000.00
Joint Trench (Utilities)	\$ 150,000.00
Adventure Park Site Electric and Security Lighting	\$ 300,000.00
Enhanced VIP Area – Amphitheater	\$ 40,000.00
Stage Ramp – Equipment Access	\$ 20,000.00
Complete PD Parking Lot (32 stalls)	\$ 220,000.00
Unencumbered Balance	\$ 909,279.00 *

* Due to potential arbitrage issues, these funds need to be allocated and under contract before February 2019.

Conclusions:

- There are insufficient funds to construct the New Fire Station No. 23.
- William Hack, City of Rocklin Fire Chief has confirmed that should the New Fire Station No. 23 not be constructed, the proposed scope of work as proposed for existing Fire Stations No. 23 and No. 24 will satisfy necessary electrical modifications, work and living space environments, general facility improvements and creation of segregated living and shower requirements.
- The parcel originally set aside for the New Fire Station No. 23 can be utilized for future retail/commercial development via land sale and/or land lease thus recouping expenditures to date and providing for perpetual income via property and/or sale tax revenues.
- Due to the more recent determination to construct Quarry Park Adventures and the proposed Brentwood Development “The Quarry”, it would not be prudent for the City to compete for additional food and/or merchandise vendors via a repurposed existing fire structure.
- A determination not to construct the New Fire Station No. 23 would free up bond dollars for other projects as determined by the City Council.

Recommendations:

- Do not move forward with the construction of the New Fire Station No. 23 and authorize a reallocation of bond funds in support of a remodel and retrofit of existing Fire Stations No. 23 and No. 24.

- Direct staff to prepare a list of potential projects for the unencumbered balance of bond funds that need to be under contract no later than February 2019 to include all recommendations put forth by the City Council.

Alternatives:

- Seek additional funding, in excess of \$2.2 million and authorize staff to proceed with a bid request for the construction of New Fire Station No. 23. Estimated to cost in excess of \$6.3 million dollars.
- Instruct staff not to proceed with either the construction of New Fire Station No. 23 or the remodel/retrofit of existing Fire Stations No. 23 and No. 24.

Fiscal Impact:

- To move forward the construction of the New Fire Stations No. 1 would require, at a minimum, additional funding allocation of \$2,263,583.
- Should the City Council determine not to move forward the construction of the New Fire Station No. 23 would necessitate a remodel and retrofit of the existing Fire Station No. 1, and would also allow for a needed remodel and retrofit of the existing Fire Station No. 2 (Crest) at an estimated cost of \$1.8 million dollars, for both stations.
- Should the City Council determine not to move forward the construction of the New Fire No. 23, the Council will be able to recoup funds back to be utilized for other yet to be determined projects via a sale or land lease for the parcel in question.
- Should the City Council determine to sell or land lease the parcel in question for retail/commercial development, the City will also see enhanced revenues from property and/or sales tax.
- Should the City Council determine not to move forward the construction of the New First Station No. 23, bond funds in excess of \$900,000 dollars may be reallocated to fund a new, not yet determined project of public benefit. And, should the City Council determine to sale the parcel originally planned for the construction of New Fire Station No. 23, with the estimated sales price of approximately \$700K, the City Council could conceivably have \$1.6 million dollars for new project allocations.

Ricky A. Horst, City Manager
Reviewed for Content

Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Mary Rister, Finance Officer
Financial Sufficiency

Attachments:

- Rocklin Fire Station No. 23 New Construction Estimate as prepared by Calpo, Hom & Dong Architects.

Rocklin Fire Station No. 23 - Budget Estimate

November 28, 2017

Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
FS			Fire Station Bldg.			
	033000		Concrete			
		3300.100	Footings	41 cy	765.00 /cy	\$ 31,365
		3300.100	Spread Ftgs.- A, B, C, D	16 cy	578.00 /cy	\$ 9,132
		3300.100	SOG - Bldg.	10,690 sf	9.20 /sf	\$ 98,348
		3300.100	Trench Drain Walls	15 cy	2,575.00 /cy	\$ 38,625
		3300.100	Walls, Curbs	31 cy	2,000.00 /cy	\$ 62,000
		3300.100	Pilaster/Columns - A	8 ea	500.00 /ea	\$ 4,000
		3300.100	Layout/Supervision	10 day	760.00 /day	\$ 7,600
		3300.100	Reinforcing Steel - Ftgs./SOG	10,690 sf	4.75 /sf	\$ 50,778
		3300.100	Bollard - ftgs.	24 ea	250.00 /ea	\$ 6,000
	9600.100		Sealed Concrete			
				sf	/sf	
			033000 Concrete	10,690 sf	28.80 /sf	\$ 307,848
	042000		Unit Masonry			
		4050.050	Stone Veneer	1,758 sf	42.00 /sf	\$ 73,836
			042000 Unit Masonry	10,690 sf	6.91 /sf	\$ 73,836
	051200		Structural Steel Framing			
		5100.100	Structural Steel - Beams (WF)	21,600 lbs	3.25 /lbs	\$ 70,200
		5100.100	Structural Steel - Columns (HSS)	10,780 lbs	4.00 /lbs	\$ 43,120
		5100.100	Structural Steel - Misc. plates - 6.5%	2,000 lbs	5.00 /lbs	\$ 10,000
		5100.100	Structural Steel - Base Plates	24 ea	500.00 /ea	\$ 12,000
			051200 Structural Steel Framing	10,690 sf	12.66 /sf	\$ 135,320
	055000		Metal Fabrications			
		5500.100	Aluminum diamond plate	625 sf	16.00 /sf	\$ 10,000
		5500.100	Stainless Steel Panel at Fire Riser Rm.	216 sf	25.00 /sf	\$ 5,400
		5500.100	Bollard	24 ea	250.00 /ea	\$ 6,000
			055000 Metal Fabrications	10,690 sf	2.00 /sf	\$ 21,400
	061053		Rough Carpentry			
		6100.100	Rough Carpentry - Frame Walls, Ceilings, Roof, Soffits, Trusses	10,690 sf	46.50 /sf	\$ 497,085
			061053 Rough Carpentry	10,690 sf	46.50 /sf	\$ 497,085
	062000		Finish Carpentry			
		6200.100	DF Trim at top & bottom of Alum. Diamond Plate Wainscot	300 lf	10.00 /lf	\$ 3,000
			062000 Finish Carpentry	10,690 sf	0.28 /sf	\$ 3,000
	064100		Custom Casework			
		6400.100	PLAM - Base Cabinet	123 lf	350.00 /lf	\$ 43,050
		6400.100	PLAM - Upper Cabinet	90 lf	250.00 /lf	\$ 22,500
		6400.100	Full Ht. Cabinets	18 ea	700.00 /ea	\$ 12,600
		6400.100	PLAM - Shelving - (5 & 6/A6.2) - 6 row	20 lf	250.00 /lf	\$ 5,000
		6400.100	PLAM - Shelving - (5 & 6/A6.2) - 3 row	22 lf	220.00 /lf	\$ 4,840
		6400.100	PLAM - Mail Cubbies	4 lf	350.00 /lf	\$ 1,400
		6400.100	PLAM - Shlef w/ coat rack	4 lf	35.00 /lf	\$ 140
		6400.100	PLAM - Upper Wall Shelves	4 lf	35.00 /lf	\$ 140
		6400.100	PLAM - Reception Counter	10 lf	500.00 /lf	\$ 5,000
		6400.100	Kitchen Island	12 lf	500.00 /lf	\$ 6,000
		6400.100	PLAM - Base Cabinet - Restroom	11 lf	350.00 /lf	\$ 3,850
		12300.100	Solid Surface Countertop	280 sf	50.00 /sf	\$ 14,000
		12300.100	Solid Surface Countertop - Quartz (Kitchen)	104 sf	55.00 /sf	\$ 5,720
			064100 Custom Casework	10,690 sf	11.62 /sf	\$ 124,240
	072000		Insulation			
		7200.100	Batt Insulation - R11	5,650 sf	0.90 /sf	\$ 5,085
		7200.100	Batt Insulation - Acoustic in Ceilings	5,580 sf	1.00 /sf	\$ 5,580
		7200.100	Batt Insulation - R30	4,510 sf	2.00 /sf	\$ 9,020
			072000 Insulation	10,690 sf	1.84 /sf	\$ 19,685
	074213		Metal Roof/Wall Panels			
		7400.100	Metal Wall Panels	5,770 sf	25.00 /sf	\$ 144,250
		7400.100	Metal Soffit Panels	1,770 sf	25.00 /sf	\$ 44,250
		7400.100	Metal Fascia System at Sign	600 sf	40.00 /sf	\$ 24,000
		7400.100	Metal Roofing	15,040 sf	20.00 /sf	\$ 300,800
		7400.100	Gutter	315 lf	25.00 /lf	\$ 7,875
			074213 Metal Roof/Wall Panels	10,690 sf	48.75 /sf	\$ 521,175
	076200		Sheet Metal Flashing & Trim			
		7600.100	Downspout	360 lf	35.00 /lf	\$ 12,600
		7600.100	Misc. S/M Flashing	10,690 sf	1.50 /sf	\$ 16,035
			076200 Sheet Metal Flashing & Trim	10,690 sf	2.68 /sf	\$ 28,635
	079200		Joint Sealants			

Rocklin Fire Station No. 23 - Budget Estimate

November 28, 2017

Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		7900.100	Joint Sealants	10,690 sf	0.75 /sf	\$ 8,018
			079200 Joint Sealants	10,690 sf	0.75 /sf	\$ 8,018
	081113		Hollow Metal Doors, Frames & Hardware			
		8050.050	HM Frames - Doors	34 ea	452.50 /ea	\$ 15,385
		8050.050	HM Frames - Window	1 ea	796.91 /ea	\$ 797
		8050.050	HM Doors	8 ea	535.00 /ea	\$ 4,280
		8050.050	HM Doors - Sliding	2 ea	670.00 /ea	\$ 1,340
		8050.050	Wood Doors	27 ea	535.00 /ea	\$ 14,445
		8050.050	Hardware	35 ea	1,292.50 /ea	\$ 45,238
		8050.050	Panic Devices	9 ea	1,235.00 /ea	\$ 11,115
			081113 Hollow Metal Doors, Frames & Hardware	10,690 sf	8.66 /sf	\$ 92,599
	083113		Access Doors and Frames			
		8310.100	Access Door - Rated 24x36 [paintable, flange, key lock]	20 ea	406.67 /ea	\$ 8,133
			083113 Access Doors and Frames	10,690 sf	0.76 /sf	\$ 8,133
	083613		Sectional Doors			
		8330.100	Roll-up Doors, Gal. Steel, motor operated	1,176 sf	80.00 /sf	\$ 94,080
			083613 Sectional Doors	10,690 sf	8.80 /sf	\$ 94,080
	088000		Glass & Glazing			
		8400.100	Alum. Storefront - Type B thru K	790 sf	90.00 /sf	\$ 71,100
		8400.100	Alum. Entrances - 3o/7o	1 ea	3,500.00 /ea	\$ 3,500
		8400.100	Sliding window - Type F	50 sf	100.00 /sf	\$ 5,000
		8400.100	Mirror Wainscot at Exercise Rm.	245 sf	50.00 /sf	\$ 12,250
		8400.100	Glazing at doors - Type A	7 ea	250.00 /ea	\$ 1,750
		8400.100	Glazing at doors - Type B	6 ea	100.00 /ea	\$ 600
		8400.100	Glazing at HM Frame - Type L	26 sf	60.00 /sf	\$ 1,560
			088000 Glass & Glazing	10,690 sf	8.96 /sf	\$ 95,760
	092400		Cement Plastering			
		9200.100	Lath & Plaster - walls (2 coat system)	1,770 sf	25.00 /sf	\$ 44,250
			092400 Cement Plastering	10,690 sf	4.14 /sf	\$ 44,250
	092900		Gypsum Board			
		9250.100	Gypsum board - 5/8"	22,170 sf	4.50 /sf	\$ 99,765
		9250.100	Cement Bd.	1,580 sf	5.50 /sf	\$ 8,690
		9250.100	Ceiling/soffit framing - (interior)	12,040 sf	5.00 /sf	\$ 60,200
			092900 Gypsum Board	10,690 sf	15.78 /sf	\$ 168,655
	093013		Ceramic Tiling			
		9300.100	Ceramic Tile - Interior Walls	1,580 sf	18.00 /sf	\$ 28,440
		9300.100	Ceramic Tile - Floor	1,550 sf	18.00 /sf	\$ 27,900
			093013 Ceramic Tiling	10,690 sf	5.27 /sf	\$ 56,340
	095113		Acoustical Panel Ceilings			
		9500.100	2 x 4 Acoustical Lay-In Ceiling	650 sf	8.50 /sf	\$ 5,525
			095113 Acoustical Panel Ceilings	10,690 sf	0.52 /sf	\$ 5,525
	096543		Flooring			
		9600.100	Carpet Tile	1,240 sf	5.00 /sf	\$ 6,200
		9600.100	Resilient Athletic Roll Flooring	500 sf	15.00 /sf	\$ 7,500
		9600.100	Rubber Base	1,040 lf	3.50 /lf	\$ 3,640
		9600.100	F-3 Hardener (Urethane Wax)	6,330 sf	4.00 /sf	\$ 25,320
			096543 Flooring	10,690 sf	3.99 /sf	\$ 42,660
	097000		Wall Covering			
		9700.100	FRP Wall Covering	1,515 sf	13.00 /sf	\$ 19,695
			097000 Wall Covering	10,690 sf	1.84 /sf	\$ 19,695
	099000		Painting & Coating			
		9950.100	Paint Walls/Ceilings	34,000 sf	1.00 /sf	\$ 34,000
		9950.100	Paint Doors/Frames	35 ea	300.00 /ea	\$ 10,500
		9950.100	Misc. Painting	10,690 sf	0.50 /sf	\$ 5,345
			099000 Painting & Coating	10,690 sf	4.66 /sf	\$ 49,845
	101000		Markerboards & Tackboards			
		10050.050	Tackable Wall Board - 4 x 4	4 ea	535.00 /ea	\$ 2,140
		10100.100	Al Frame White Porcelain 4 x 8	3 ea	620.00 /ea	\$ 1,860
			101000 Markerboards & Tackboards	10,690 sf	0.37 /sf	\$ 4,000
	102000		Louvers			
		10200.100	Aluminum Louvers w/ Screens	32 sf	100.00 /sf	\$ 3,200
			102000 Louvers	10,690 sf	0.30 /sf	\$ 3,200
	102813		Commercial Toilet Accessories			
		10800.100	Grab Bar - 1 1/4" Dia., 18" to 42" long	3 ea	135.00 /ea	\$ 405
		10800.100	Paper towel dispenser/trash receptacle	1 ea	567.50 /ea	\$ 568

Rocklin Fire Station No. 23 - Budget Estimate

November 28, 2017

Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		10800.100	Soap Dish	3 ea	46.25 /ea	\$ 139
		10800.100	Mirror, Stainless Steel Frame - 36" x 24"	3 ea	335.00 /ea	\$ 1,005
		10800.100	Soap Dispenser, Chrome, Surface Mount	3 ea	142.39 /ea	\$ 427
		10800.100	Toilet Seat Cover Dispenser, SS, Surface mount	3 ea	135.00 /ea	\$ 405
		10800.100	Toilet Tissue Dispenser, Surface	3 ea	135.00 /ea	\$ 405
		10800.100	Handicap Shower Seat	1 ea	1,090.00 /ea	\$ 1,090
		10800.100	Shower stall dividers/curtains	5 ea	200.00 /ea	\$ 1,000
		10800.100	Shower shelf	3 ea	129.75 /ea	\$ 389
		10800.100	Shower bench	2 ea	200.00 /ea	\$ 400
		10800.100	Coat Hook	8 ea	64.00 /ea	\$ 512
		10800.100	Towel Bar	5 ea	99.00 /ea	\$ 495
			102813 Commercial Toilet Accessories	10,690 sf	0.68 /sf	\$ 7,240
	104000		Identification Devices			
		10400.100	Exterior Signs - Letters, Stainless Steel, 12" to 24" High	44 ea	275.00 /ea	\$ 12,100
		10400.100	Rocklin Fire Dept. Logo ~ 5' diameter	1 ea	5,000.00 /ea	\$ 5,000
		10400.100	Exterior Signs - Numbers, Stainless Steel, 12" High	4 ea	225.00 /ea	\$ 900
		10400.100	Interior Signs - Room ID w/ F.D. Logo (Type 1 & 2)	32 ea	156.67 /ea	\$ 5,013
		10400.100	Interior Signs - Toilet [door]	1 ea	145.50 /ea	\$ 146
		10400.100	Interior Signs - Evacuation Map	2 ea	192.50 /ea	\$ 385
		10400.100	Interior Signs - Building Entry ADA	5 ea	177.50 /ea	\$ 888
			104000 Identification Devices	10,690 sf	2.29 /sf	\$ 24,431
	105125		Lockers			
		10500.100	Lockers - 6' H (Turnout)	15 ea	750.00 /ea	\$ 11,250
			105125 Lockers	10,690 sf	1.05 /sf	\$ 11,250
	105200		Fire Extinguishers			
		10520.100	Fire Extinguishers - CO2, 15 lbs to 20 lbs	4 ea	118.33 /ea	\$ 473
		10520.100	Fire Extinguisher Cabinet - Rated [glass door, lock, red letters]	3 ea	520.00 /ea	\$ 1,560
			105200 Fire Extinguishers	10,690 sf	0.19 /sf	\$ 2,033
	114000		Food Service Equipment/Misc.			
		11400.100	Stainless Steel Paneling	60 sf	100.00 /sf	\$ 6,000
		11400.100	Refrigerator	3 ea	1,500.00 /ea	\$ 4,500
		11400.100	Dishwasher	2 ea	1,000.00 /ea	\$ 2,000
		11400.100	Microwave Oven	2 ea	500.00 /ea	\$ 1,000
		11400.100	Range & Hood	1 ea	1,500.00 /ea	\$ 1,500
			114000 Food Service Equipment/Misc.	10,690 sf	1.40 /sf	\$ 15,000
	124900		Window Covering			
		12490.100	Manual Shades [mfg std colors, facia, end caps & brackets] - Req'd?	310 sf	15.00 /sf	\$ 4,650
			124900 Window Covering	10,690 sf	0.44 /sf	\$ 4,650
	125000		Misc. Furnishings			
		12500.100	Shop Bench - All Metal, 3' x 10'	1 ea	1,500.00 /ea	\$ 1,500
			125000 Misc. Furnishings	10,690 sf	0.14 /sf	\$ 1,500
	126900		Entrance Mats			
		12690.100	Recessed Entry Mats & Frames - KDAL [1-1/2 x 1-1/8" x 3/16" alum grate & frame]	240 sf	50.00 /sf	\$ 12,000
			126900 Entrance Mats	10,690 sf	1.12 /sf	\$ 12,000
	211300		Fire Suppression Sprinkler System			
		15300.100	Fire Sprinklers Riser into Bldg. - 5' AFF, Flanged	1 ea	5,000.00 /ea	\$ 5,000
		15300.100	Fire Sprinklers - Wet System	10,690 sf	5.25 /sf	\$ 56,123
			211300 Fire Suppression Sprinkler System	10,690 sf	5.72 /sf	\$ 61,123
	220000		Plumbing			
		15200.100	Compressed Air Piping - 1/2" thru 1", L-Hard Copper, 95/5 solder	365 lf	52.00 /lf	\$ 18,980
		15200.100	Quick Connector	2 ea	120.00 /ea	\$ 240
		15200.100	Equip. Connection - HR	4 ea	190.00 /ea	\$ 760
		15200.100	Air Compressor, 2 stage, 80 gal receiver, 22 cfm, 25 psig	1 ea	3,940.00 /ea	\$ 3,940
		15400.100	WC - Water Closet	3 ea	2,780.00 /ea	\$ 8,340
		15400.100	LAV-1	3 ea	2,580.00 /ea	\$ 7,740
		15400.100	MS - Mop Sink	1 ea	2,158.12 /ea	\$ 2,158
		15400.100	S-1, Sink, 2 compartment	1 ea	3,280.00 /ea	\$ 3,280
		15400.100	S-2, Sink	1 ea	2,580.00 /ea	\$ 2,580
		15400.100	LT-1, Utility Sink	1 ea	3,280.00 /ea	\$ 3,280
		15400.100	US-1, Service Sink	2 ea	3,280.00 /ea	\$ 6,560
		15400.100	HB-1, Hose Bibbs, non-freeze	10 ea	802.13 /ea	\$ 8,021
		15400.100	HR-1 (Hose Reel)	4 ea	630.00 /ea	\$ 2,520
		15400.100	Floor drain	9 ea	491.63 /ea	\$ 4,425
		15400.100	Floor sink	3 ea	612.00 /ea	\$ 1,836
		15400.100	Trap primer	12 ea	491.63 /ea	\$ 5,900

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Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		15400.100	Gas water heater, 125 MBH, 145 gph, 60 gal	2 ea	5,040.00 /ea	\$ 10,080
		15400.100	Trench Drain	220 lf	161.25 /lf	\$ 35,475
		15400.100	Shower head, built in mixing valve	4 ea	505.00 /ea	\$ 2,020
		15400.100	Reduced pressure backflow preventer, (RPBFP)- 2"	2 ea	666.00 /ea	\$ 1,332
		15400.100	WD-1 - connect to Extractor Trench (EX-1)	1 ea	720.00 /ea	\$ 720
		15410.100	Domestic Water Piping - A/G - 1/2" - 2"	1,400 lf	62.35 /lf	\$ 87,289
		15410.100	Domestic Water Piping - A/G - 2.5"	30 lf	76.00 /lf	\$ 2,280
		15410.300	Condensate Drain Piping - A/G - 1" thru 2"	200 lf	37.80 /lf	\$ 7,560
		15410.300	Condensate Drain Piping - Equip. connections	9 ea	430.00 /ea	\$ 3,870
		15410.400	Sanitary Sewer - Underground 2" (E&B ~ 2"Wx3"D)	220 lf	48.50 /lf	\$ 10,670
		15410.400	Sanitary Sewer - Underground 3" (E&B ~ 2"Wx3"D)	130 lf	64.00 /lf	\$ 8,320
		15410.400	Sanitary Sewer - Underground 4" (E&B ~ 2"Wx3"D)	220 lf	77.58 /lf	\$ 17,068
		15410.400	Sanitary Sewer - A/G --2"-4"	530 lf	58.04 /lf	\$ 30,761
		15410.400	Sanitary Sewer - FCO	4 ea	450.65 /ea	\$ 1,803
		15410.400	Sanitary Sewer - WCO	5 ea	450.65 /ea	\$ 2,253
		15410.400	Sanitary Sewer - VTR	8 ea	374.48 /ea	\$ 2,996
		15410.700	Natural Gas Piping - 2"	330 lf	47.50 /lf	\$ 15,675
		15410.700	Equipment Connections	7 ea	525.00 /ea	\$ 3,675
			220000 Plumbing	10,690 sf	30.35 /sf	\$ 324,405
	230000		HVAC Systems			
		15820.100	CU-A - 1.5 ton condensing unit	1 ea	2,100.00 /ea	\$ 2,100
		15820.100	FC-A - 1.5 ton Fan Coil Unit	1 ea	1,500.00 /ea	\$ 1,500
		15820.100	CU-1, 2 - 5 ton condensing unit	2 ea	5,500.00 /ea	\$ 11,000
		15820.100	FC-1, 2 - 5 ton Fan Coil Unit	2 ea	2,750.00 /ea	\$ 5,500
		15820.100	HP-A, B - 2 ton Heat Pump	2 ea	3,500.00 /ea	\$ 7,000
		15820.100	FC-1A, 1B, 2A, 2B - .75 ton Fan Coil Unit	4 ea	1,500.00 /ea	\$ 6,000
		15820.100	Misc. supports, seismic	1 ls	5,000.00 /ls	\$ 5,000
		15820.100	Ductwork - Exhaust, Supply, Return	4,500 lbs	15.00 /lbs	\$ 67,500
		15820.100	GRD's	51 ea	400.00 /ea	\$ 20,400
		15820.100	Refrigerant Piping	1,250 lf	50.00 /lf	\$ 62,500
		15820.100	EF-1, 945 cfm	1 ea	1,750.00 /ea	\$ 1,750
		15820.100	EF-2, 800 cfm	1 ea	1,500.00 /ea	\$ 1,500
		15820.100	EF-3, 1,000 cfm	1 ea	2,500.00 /ea	\$ 2,500
		15820.100	Exhaust Fans, CEF-1, 2, 3, 4 & 5	5 ea	750.00 /ea	\$ 3,750
		15820.100	VEF-1, Plymovent, 1,375 cfm, utility set	1 ea	2,800.00 /ea	\$ 2,800
		15820.100	Plymovent System - rails, exhaust duct	1 ls	15,000.00 /ls	\$ 15,000
		15820.100	FSD	2 ea	750.00 /ea	\$ 1,500
		15820.100	Louvers	3 ea	600.00 /ea	\$ 1,800
		15820.100	KH-1 - Kitchen Hood	1 ea	2,500.00 /ea	\$ 2,500
		15900.100	Temp Controls - VRF Units	7 ea	3,500.00 /ea	\$ 24,500
		15950.100	Test & Balance Complete	10,690 sf	0.50 /sf	\$ 5,345
		15950.100	Commissioning	10,690 sf	0.50 /sf	\$ 5,345
			230000 HVAC Systems	10,690 sf	24.02 /sf	\$ 256,790
	264000		Electrical - Power			
		16100.050	Building Power - Conduit, RGC, 3/4"	2,000 lf	7.22 /lf	\$ 14,430
		16100.050	Conduit, RGC, 2"	100 lf	13.37 /lf	\$ 1,337
		16100.050	Conduit, PVC, 3/4"	4,111 lf	3.85 /lf	\$ 15,827
		16100.050	Conduit, PVC, 1"	16 lf	4.30 /lf	\$ 69
		16100.050	Conduit, PVC, 3"	160 lf	13.53 /lf	\$ 2,165
		16100.060	Wire, #10	18,949 lf	0.99 /lf	\$ 18,780
		16100.060	Wire, #6	232 lf	1.52 /lf	\$ 353
		16100.060	Wire, #2	32 lf	2.78 /lf	\$ 89
		16100.060	Wire, #1	32 lf	3.34 /lf	\$ 107
		16100.060	Wire, 350 mcm	1,048 lf	8.43 /lf	\$ 8,838
		16100.070	Floor Box	4 ea	701.50 /ea	\$ 2,806
		16100.070	Building Power - Receptacle, duplex, 120V, 15A - 20A	82 ea	33.94 /ea	\$ 2,783
		16100.070	Building Power - Receptacle, duplex, 120V, 15A - 20A (WP)	6 ea	49.92 /ea	\$ 299
		16100.070	Building Power - Receptacle, quadplex, 120V, 15A - 20A	7 ea	45.60 /ea	\$ 319
		16100.070	Building Power - Receptacle, quadplex, 120V, 15A - 20A (GFI)	5 ea	72.10 /ea	\$ 361
		16100.070	Building Power - Receptacle, duplex, 120V, 15A - 20A (w/ USB)	4 ea	33.93 /ea	\$ 136
		16100.070	Building Power - Receptacle, duplex, 120V, GFI, 15A - 20A	15 ea	53.95 /ea	\$ 809
		16100.070	Building Power - EF Connection	10 ea	43.94 /ea	\$ 439
		16100.070	Building Power - Receptacle, duplex, 120V, GFI, 15A - 20A (WP)	4 ea	57.07 /ea	\$ 228
		16100.070	Building Power - Specialty Receptacle	2 ea	167.00 /ea	\$ 334
		16100.070	Building Power - Drop Chord Reel	2 ea	380.00 /ea	\$ 760

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Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		16100.070	Building Power - Switches	24 ea	86.20 /ea	\$ 2,069
		16100.100	Xfrmer	ea	/ea	
		16100.100	Building Power - Disconnects	ea	/ea	
		16100.100	Building Power - Disconnects, fused	6 ea	853.44 /ea	\$ 5,121
		16100.100	Building Power - Panel Boards	5 ea	5,058.53 /ea	\$ 25,293
		16100.100	600A MSB	1 ea	19,200.03 /ea	\$ 19,200
		16200.100	Plug Load Controller	3 ea	344.00 /ea	\$ 1,032
			264000 Electrical - Power	10,690 sf	11.60 /sf	\$ 123,983
	266000		Electrical - Lighting			
		16100.050	Building Lighting - Conduit, RGC, 3/4"	3,060 lf	7.21 /lf	\$ 22,064
		16100.050	Conduit, PVC, 3/4"	1,000 lf	3.85 /lf	\$ 3,850
		16100.060	Building Lighting - Wire, Copper, solid, #10	13,090 lf	1.32 /lf	\$ 17,283
		16100.070	Building Lighting - Switch (Standard/Dimmer)	10 ea	54.64 /ea	\$ 546
		16100.070	Building Lighting - Switch (Dimmer/OS)	16 ea	289.03 /ea	\$ 4,624
		16100.070	Building Lighting - Switch (Standard/Dimmer)(3-Way)	3 ea	75.64 /ea	\$ 227
		16100.070	Building Lighting - Switch (Fan Control)	8 ea	86.20 /ea	\$ 690
		16100.070	Building Lighting - Switch	7 ea	70.18 /ea	\$ 491
		16100.100	Building Lighting - LCC	1 ea	4,758.51 /ea	\$ 4,759
		16200.100	Building Lighting - Wall Pack	25 ea	619.21 /ea	\$ 15,480
		16200.100	Building Lighting - 1 x 4	4 ea	414.51 /ea	\$ 1,658
		16200.100	Building Lighting - 2 x 2	18 ea	463.52 /ea	\$ 8,343
		16200.100	Building Lighting - 1 x 8	15 ea	427.49 /ea	\$ 6,412
		16200.100	Ceiling Fan: 54" dia.	4 ea	810.00 /ea	\$ 3,240
		16200.100	Ceiling Fan: 10' dia	2 ea	4,330.00 /ea	\$ 8,660
		16200.100	Ceiling Fan: 14' dia	1 ea	5,169.00 /ea	\$ 5,169
		16200.100	Ceiling Fan: 54" dia. (Outdoor)	2 ea	867.49 /ea	\$ 1,735
		16200.100	Building Lighting - Linear Fixture	421 lf	269.81 /lf	\$ 113,589
		16200.100	Building Lighting - 2 x 4	10 ea	501.99 /ea	\$ 5,020
		16200.100	Building Lighting - Pendant	16 ea	273.08 /ea	\$ 4,369
		16200.100	Building Lighting - Pendant (Exterior)	3 ea	301.33 /ea	\$ 904
		16200.100	Building Lighting - Exit Lights	4 ea	314.51 /ea	\$ 1,258
		16200.100	Building Lighting - Steplight	3 ea	273.08 /ea	\$ 819
		16200.100	Building Lighting - Occupancy Sensors	5 ea	326.44 /ea	\$ 1,632
		16200.100	Building Lighting - Relay Module	1 ea	326.44 /ea	\$ 326
		16200.100	Building Lighting - Occupancy Sensors	13 ea	326.44 /ea	\$ 4,244
			268000 Electrical - Lighting	10,690 sf	22.21 /sf	\$ 237,394
	271000		Electrical - Data, Sound			
		6075.100	Plywood Backer - Material	195 sf	90.02 /sf	\$ 17,553
		6100.100	Plywood Backer - Labor	195 sf	2.94 /sf	\$ 573
		16100.050	Conduit, PVC, 1"	2,410 lf	11.98 /lf	\$ 28,872
		16100.060	Building Data - Cat 6	2,320 lf	1.06 /lf	\$ 2,452
		16500.100	Building Data - Data Outlet (2 Port)	52 ea	852.28 /ea	\$ 44,318
		16500.100	Building Data - Data Outlet (1 Port)	7 ea	455.00 /ea	\$ 3,185
		16500.100	Building Data - Network Equipment	1 ls	9,999.99 /ls	\$ 10,000
		16500.100	Alert System	1 ls	17,499.99 /ls	\$ 17,500
			271000 Electrical - Data, Sound	10,690 sf	11.64 /sf	\$ 124,453
	281000		Electrical - Intrusion / Security			
		16100.060	IA Cable	lf	/lf	
		16600.100	Building Security - Alarm Door Contact	ea	/ea	
		16600.100	Building Security - Motion Detector	ea	/ea	
		16600.100	Building Security - Keypad	ea	/ea	
	282000		Electrical - Fire Alarm			
		16100.050	Conduit, RGC, 1"	670 lf	8.22 /lf	\$ 5,505
		16100.060	Building FA - FA Cable	670 lf	1.45 /lf	\$ 968
		16400.100	Building FA - Smoke & Carbon Detector	8 ea	399.87 /ea	\$ 3,199
		16400.100	Building FA - Strobe & Horn	8 ea	463.12 /ea	\$ 3,705
		16400.100	Fire Alarm, strobe	2 ea	140.00 /ea	\$ 280
		16400.100	Building FA - Remote Power Supply	1 ea	8,499.95 /ea	\$ 8,500
		16400.100	Building FA - Bell	1 ea	283.76 /ea	\$ 284
		16400.100	Manual Pull Station	6 ea	381.92 /ea	\$ 2,292
		16400.100	Building FA - Fire Alarm Panel (FACP/RA)	1 ea	11,800.00 /ea	\$ 11,800
			282000 Electrical - Fire Alarm	10,690 sf	3.42 /sf	\$ 36,532
			FS Fire Station Bldg.	10,690 SF	343.10 /SF	\$ 3,667,769
Site			Sitework			
	02240		Site Demolition			

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Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		2260.100	Clear & Grub (e) landscaping	48,300 sf	1.50 /sf	\$ 72,450
		2260.100	Demo (e) trees	20 ea	1,500.00 /ea	\$ 30,000
		2260.100	Demo (e) AC Paving	760 sf	2.00 /sf	\$ 1,520
		2260.100	Demo (e) Curb & Gutter	155 sf	5.00 /sf	\$ 775
			02240 Site Demolition			\$ 104,745
	02375		Earthwork			
		2350.050	Surveying	48,300 sf	0.20 /sf	\$ 9,660
		2375.100	Scarify/Recompact - 8"	37,000 sf	1.25 /sf	\$ 46,250
		2375.100	Rough Grade / Fine Grade	48,300 sf	0.50 /sf	\$ 24,150
		2375.100	Rocky Soil - Allowance	48,300 sf	3.00 /sf	\$ 144,900
			02375 Earthwork		/sf	\$ 224,960
	02380		SWPPP			
		2380.100	Allowance	48,300 sf	1.00 /sf	\$ 48,300
			02380 SWPPP		/sf	\$ 48,300
	033000		Concrete			
		3300.100	Footing for CMU Wall	38 lf	110.00 /lf	\$ 4,180
			033000 Concrete		/sf	\$ 4,180
	042000		Unit Masonry			
		4050.050	8" at Trash Enclosure	304 sf	42.00 /sf	\$ 12,768
			042000 Unit Masonry		/sf	\$ 12,768
	055000		Metal Fabrications			
		5500.100	Handrail - Stairs	54 lf	150.00 /lf	\$ 8,100
		5500.100	Trash Enclosure Gates	2 ea	2,500.00 /ea	\$ 5,000
		5500.100	Bollards	9 ea	250.00 /ea	\$ 2,250
		5500.100	Knox box	1 ea	750.00 /ea	\$ 750
			055000 Metal Fabrications		/sf	\$ 16,100
	061053		Rough Carpentry			
		6100.100	4 x 6 PTFD Bumper at Trash Enclosure	76 bf	10.00 /bf	\$ 760
			061053 Rough Carpentry		/sf	\$ 760
	067000		Wood Fencing/Corrugated/Mesh			
		6700.100	Wood Fencing - Posts & Rails	3,275 bf	4.15 /bf	\$ 13,578
		6700.100	Drill Holes & Set posts in Concrete	68 ea	100.00 /ea	\$ 6,800
		6700.100	Corrugated Metal	500 sf	15.00 /sf	\$ 7,500
		6700.100	Mesh - 1" x 1"	1,880 sf	13.00 /sf	\$ 24,440
			067000 Wood Fencing/Corrugated/Mesh	570 lf	91.79 /lf	\$ 52,318
	099000		Painting & Coating			
		9950.100	Paint handrails, trash encl. gates	1 ls	1,500.00 /ls	\$ 1,500
			099000 Painting & Coating		/sf	\$ 1,500
	103500		Flagpole			
		10350.100	Aluminum Tapered Flagpole - 35'	1 ea	4,500.00 /ea	\$ 4,500
			103500 Flagpole			\$ 4,500
	260000		Electrical - Site			
		16100.000	Trench	866 lf	15.00 /lf	\$ 12,990
		16100.050	Conduit, PVC, 3/4"	914 lf	3.85 /lf	\$ 3,519
		16100.050	Conduit, PVC, 2"	437 lf	12.66 /lf	\$ 5,533
		16100.050	Conduit, PVC, 4"	440 lf	19.33 /lf	\$ 8,505
		16100.050	Conduit, PVC, 5"	200 lf	24.09 /lf	\$ 4,818
		16100.060	Wire, #10	100 lf	0.99 /lf	\$ 99
		16100.060	Wire, #8	2,610 lf	1.15 /lf	\$ 3,004
		16100.060	Wire, #6	30 lf	1.52 /lf	\$ 46
		16100.070	Pull Box	2 ea	712.08 /ea	\$ 1,424
		16100.070	J - Box (WP)	2 ea	233.00 /ea	\$ 466
		16100.070	Hi-Lo: Knox Kepad (connection)	1 ea	98.00 /ea	\$ 98
		16100.100	Utility Transformer Pad	1 ea	5,943.43 /ea	\$ 5,943
		16100.100	Emergency Generator Pad	1 ea	5,943.43 /ea	\$ 5,943
		16100.100	Emergency Generator (150kW)	1 ea	103,749.86 /ea	\$ 103,750
		16100.100	Transformer	1 ea	29,999.94 /ea	\$ 30,000
		16200.100	Grounding/Bonding	1 ea	6,000.01 /ea	\$ 6,000
			260000 Electrical - Site		/sf	\$ 192,138
	266000		Electrical - Lighting			
		5500.100	Bollards	5 ea	605.02 /ea	\$ 3,025
		16200.100	Site Lighting - Single Head	5 ea	4,981.51 /ea	\$ 24,908
		16200.100	Site Lighting - Flag Pole	2 ea	617.79 /ea	\$ 1,236
			266000 Electrical - Lighting		/sf	\$ 29,168
	321300		Site Concrete			

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Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		2600.100	PCC Paving - 6" PCC / 6" AB w/ #4 at 18" ocev	8,000 sf	16.00 /sf	\$ 128,000
		2600.100	PCC Paving - 4" PCC / 4" AB w/ #3 at 24" ocev	5,150 sf	12.00 /sf	\$ 61,800
		2600.100	Concrete Curb	930 lf	40.00 /lf	\$ 37,200
		2600.100	Generator Equip. Pad	90 sf	20.00 /sf	\$ 1,800
		2600.100	Truncated Domes	40 sf	95.00 /sf	\$ 3,800
		2600.100	Concrete Driveway	575 sf	20.00 /sf	\$ 11,500
		2600.100	Joint Sealant	3,290 sf	1.00 /sf	\$ 3,290
		2600.100	Bollards	9 ea	250.00 /ea	\$ 2,250
			321300 Site Concrete			\$ 249,640
	321333		AC Paving			
		2700.100	Asphaltic Concrete - 3" x 8,930 SF	190 ton	130.00 /ton	\$ 24,700
		2700.100	Asphaltic Concrete - 4" x 170 SF	5 ton	130.00 /ton	\$ 650
		2700.100	Class II Base - 9" x 8,930 SF	502 ton	45.00 /ton	\$ 22,590
		2700.100	Class II Base - 14" x 170 SF	15 ton	45.00 /ton	\$ 675
		2700.100	Striping [std parking \$ 8 / white line]	7 ea	180.00 /ea	\$ 1,260
		2700.100	Striping [HC parking \$ 75 / blue line hash]	2 ea	200.00 /ea	\$ 400
		2700.100	Striping hatching	650 sf	0.75 /sf	\$ 488
		2700.100	4' Precast Wheel Stops	9 ea	55.00 /ea	\$ 495
		2700.100	No Parking Fire Lane Sign/Post	2 ea	450.00 /ea	\$ 900
			321333 AC Paving			\$ 52,158
	323113		Ornamental Fences & Gates			
		2850.100	Pedestrian Gates (3'w x 6' h)	2 ea	1,500.00 /ea	\$ 3,000
		2850.100	Vehicle Gates 12'wide x 6' h (Automatic)	2 ea	22,500.00 /ea	\$ 45,000
		2850.100	Panic Devices	2 ea	1,400.00 /ea	\$ 2,800
			323113 Ornamental Fences & Gates			\$ 50,800
	329000		Landscaping & Irrigation			
		2900.100	Turf - SOD	8,480 sf	0.75 /sf	\$ 6,360
		2900.100	Trees - 15 gal	21 ea	300.00 /ea	\$ 6,300
		2900.100	Trees - 24" box	3 ea	850.00 /ea	\$ 2,550
		2900.100	Shrubs - 5 gal	177 ea	35.00 /ea	\$ 6,195
		2900.100	Ground cover - 1 gal	274 ea	20.00 /ea	\$ 5,480
		2900.100	Irrigation	14,850 sf	3.00 /sf	\$ 44,550
		2900.100	Boulders	26 ea	150.00 /ea	\$ 3,900
		2900.100	Import Topsoil ~ 6" x 14,850 sf	335 cy	45.00 /cy	\$ 15,075
		2900.100	Irrigation - Sleeves - 2"	220 lf	8.00 /lf	\$ 1,760
		2900.100	Irrigation - Sleeves - 4"	80 lf	12.00 /lf	\$ 960
			329000 Landscaping & Irrigation	14,580 sf	6.39 /sf	\$ 93,130
	331000		Water System - Domestic			
		2500.100	1" Waterline - PVC	lf	/lf	
		2500.100	2.5" Waterline - PVC	130 lf	45.00 /lf	\$ 5,850
		2500.100	Connect to (e)	1 ea	1,250.00 /ea	\$ 1,250
		2500.100	Connect to Bldg.	1 ea	500.00 /ea	\$ 500
		2500.100	4" Backflow Preventer	1 ea	2,500.00 /ea	\$ 2,500
		2500.100	Connect to (e)	ea	/ea	
		2500.100	4" Gate Valve	1 ea	800.00 /ea	\$ 800
		2500.100	Water Meter	ea	/ea	
		2500.100	Thrust Blocks	4 ea	125.00 /ea	\$ 500
			331000 Water System - Domestic			\$ 11,400
	331005		Fire Water System			
		2500.100	6" Waterline - PVC	160 lf	60.00 /lf	\$ 9,600
		2500.100	8" Waterline - PVC	180 lf	80.00 /lf	\$ 14,400
		2500.100	Connect to (e)	1 ea	2,500.00 /ea	\$ 2,500
		2500.100	Connect to Bldg./ Fire Riser	1 ea	5,500.00 /ea	\$ 5,500
		2500.100	6" DDC Valve	1 ea	8,500.00 /ea	\$ 8,500
		2500.100	6" Gate Valve	2 ea	600.00 /ea	\$ 1,200
		2500.100	Fire Hydrant	2 ea	5,000.00 /ea	\$ 10,000
		2500.100	Fire Department Connection	1 ea	4,500.00 /ea	\$ 4,500
		2500.100	Thrust Blocks	5 ea	200.00 /ea	\$ 1,000
			331005 Fire Water System			\$ 57,200
	332000		Natural Gas System			
		2500.300	2" Gas Pipe - PEP - by Local Utility Co. (NIC)	lf	/lf	
		2500.300	Connection to Existing - by Local Utility Co. (NIC)	ea	/ea	
		2500.300	Connection to Building - by Local Utility Co. (NIC)	ea	/ea	
	333000		Sanitary Sewer System			
		2500.200	4" SS Pipe - PVC	30 lf	40.00 /lf	\$ 1,200

Rocklin Fire Station No. 23 - Budget Estimate

November 28, 2017

Item	Bid Division	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		2500.200	Sanitary Sewer Cleanouts	1 ea	500.00 /ea	\$ 500
		2500.200	Sand/Oil Separator - 500 gallon	1 ea	22,500.00 /ea	\$ 22,500
		2500.200	Sanitary Sewer Connection to Existing	3 ea	1,500.00 /ea	\$ 4,500
		2500.200	Sanitary Sewer Connection to Bldg.	1 ea	1,500.00 /ea	\$ 1,500
			333000 Sanitary Sewer System			\$ 30,200
	334000		Storm Drainage System			
		2500.400	2" SD Pipe - PVC	70 lf	27.00 /lf	\$ 1,890
		2500.400	4" SD Pipe - PVC	200 lf	35.00 /lf	\$ 7,000
		2500.400	6" SD Pipe - PVC	280 lf	50.00 /lf	\$ 14,000
		2500.400	8" SD Pipe - PVC	380 lf	55.00 /lf	\$ 20,900
		2500.400	12" Drop Inlet	4 ea	1,450.00 /ea	\$ 5,800
		2500.400	Area Drain	5 ea	750.00 /ea	\$ 3,750
		2500.400	Outfall	2 ea	1,500.00 /ea	\$ 3,000
		2500.400	DS Connect	15 ea	1,250.00 /ea	\$ 18,750
		2500.400	RWL Connects	4 ea	750.00 /ea	\$ 3,000
		2500.400	Connect to Walk-Off Mats	6 ea	450.00 /ea	\$ 2,700
		2500.400	SDCO	3 ea	500.00 /ea	\$ 1,500
		2600.100	Trench Drain	60 lf	122.28 /lf	\$ 7,337
			334000 Storm Drainage System			\$ 89,627
Sitework				48,500 SF	27.33 /SF	\$ 1,325,591
Total Construction Costs						\$ 4,993,360
General Contractor's Overhead & Profit						
			General Conditions - 9 months			\$ 450,000
			Bonds & Insurance	2.60%		\$ 141,527
			Fee	5.00%		\$ 279,244
			Subtotal			\$ 5,864,132
			Escalation / Bid Market	3.50%		\$ 205,245
			Design Contingency	5.00%		\$ 293,207
Total Construction Costs including OH&P				\$ 595.19 /SF		\$ 6,362,583