



AGENDA

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

July 25, 2017

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

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.

6. [City Council, Public Financing Authority & Successor Agency Meeting Minutes of July 11, 2017](#)
7. [Resolution of the City Council of the City of Rocklin Ratifying a Resolution Commending Public Services Director Rick Forstall for Twelve Years of Service to the City of Rocklin](#)
8. [Lea Subdivision Annexation](#)
 - A. [Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 \(Annexation No. 58\) and to Authorize the Levy of Special Taxes Therein \(Lea Subdivision\)](#)
 - B. [Resolution of the City Council of the City of Rocklin Stating its Intention and Ordering Territory Detached from Rocklin Lighting Maintenance District No. 1 \(Lea Subdivision\) \(SD-2005-06\)](#)
 - C. [Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 \(46th Annexation\) and to Authorize the Levy of Special Taxes Therein \(Lea Subdivision\)](#)

Staff Presentation by Mary Rister

9. [Resolution of the City Council of the City of Rocklin Amending the Joint Exercise of Powers Agreement for Sierra Valley Energy Authority to Ratify and Confirm the Name Change from the Sierra Valley Energy Authority to Pioneer Community Energy](#)

Staff Presentation by Rick Horst

PUBLIC FINANCING AUTHORITY

10. [Special Tax Bonds and Refunding](#)
 - A. [Resolution of the City Council of the City of Rocklin Authorizing the Borrowing of Funds on Behalf of Community Facilities District No. 6 \(Sunset West-Drainage\), Community Facilities District No. 8 \(Sunset West-Park Drive\) and Community Facilities District No. 9 \(Sunset West-Blue Oaks\) to Refund Three Respective Series of Special Tax Bonds, and Approving and Authorizing Related Documents and Action](#)

- B. [Resolution of the Rocklin Public Financing Authority Authorizing the Borrowing of Funds to Facilitate Refunding by the City of Rocklin, on Behalf of Certain Community Facilities Districts, of Special Tax Bonds and Refunding of the Authority's Outstanding 2003 Senior and Subordinate Refunding Local Agency Revenue Bonds, and Approving Related Documents and Action](#)

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.

11. NAME AND CITY

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.

12. [Quick Quack Community Facilities District No. 1 Annexation No. 55](#)

- A. [Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 \(55th Annexation\), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors \(Quick Quack Rocklin\)](#)
- B. [Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 \(55th Annexation\) \(Quick Quack Rocklin\)](#)

Staff Presentation by Ted Williams

13. [South Whitney Mixed Use Townhomes and Medical Center Tentative Subdivision Map, SD2017-0006](#)

This application is a request for approval of a tentative subdivision map to create three common ownership lots and 20 townhome parcels in conjunction with previously approved entitlements to

construct an office building and four multi-unit townhome buildings. The subject site is located on the southerly side of South Whitney Boulevard between Sunset Boulevard and Bryce Way.

- A. [Resolution of the City Council of the City of Rocklin Approving a Tentative Subdivision Map \(South Whitney Mixed Use Townhomes and Medical Center / SD2017-0006\)](#)

14. [Rocklin Meadows Subdivision Time Extension](#)
[Tentative Subdivision Map, SD-2013-08](#)
[Oak Tree Preservation Permit, TRE2015-0004](#)

This application is a request for approval of a one-year extension of time for a previously approved tentative subdivision map and a tree preservation plan permit to subdivide approximately 8.08 gross acres into 27 single-family residential lots and three lettered landscape, utility easement, and maintenance access lots. The subdivision property is generally located north and west of the northwest corner of Aguilar Road and Greenbrae Road.

- A. [Resolution of the City Council of the City of Rocklin Approving a One-Year Time Extension of the Rocklin Meadows Tentative Subdivision Map and Oak Tree Preservation Plan Permit \(Rocklin Meadows Extension/ SD-2013-08 and TRE-2015-0004\)](#)

Staff Presentation by Bret Finning

15. [Sunset Hills Townhomes Time Extension](#)
[Tentative Subdivision Map, SD-2013-03, Design Review, DR-2013-04, Oak Tree Preservation Permit, TRE-2013-13](#)

This application is a request for approval of a one-year extension of time for the following previously approved entitlements to allow the development of the Sunset Hills Townhomes project:

- A Tentative Subdivision Map (SD-2013-03) to subdivide approximately 11.2 gross acres into 26 residential building lots containing 148 air-space condominium units, one common area lot for circulation, recreational facilities, and landscaping, and one common area lot for an open space/conservation area.
- A Design Review (DR-2013-04) to approve the design of the multi-family townhomes and the associated site design and landscaping.
- An Oak Tree Preservation Permit (TRE-2013-13) to allow the removal of up to 51 oak trees.

The subject property is generally located at the northwest corner of Sunset Boulevard and South Whitney Boulevard.

- A. [Resolution of the City Council of the City of Rocklin Approving a One-Year Time Extension of a Tentative Subdivision Map, an Oak Tree Preservation Plan Permit and a Design Review \(Sunset Hills Townhomes Extension/ SD-2013-03, TRE-2013-04 and DR-2013-13\)](#)

Staff Presentation by Bret Finning

RESOLUTIONS

16. [Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Enter into a Design-Build Agreement with Bonsai Design, LLC for the Rocklin Adventures at Quarry Park Project \(Adventure Elements Only\)](#)

Staff Presentation by Marc Mondell

ORDINANCES

17. [Move to Introduce an Ordinance of the City Council of the City of Rocklin Amending Chapter 9.24 of Title 9 of the Rocklin Municipal Code Regarding Camping on Public and Private Property; Waive the Full Reading of the Ordinance, and Continue to the Next Regular Meeting for Adoption](#)

Staff Presentation by Steve Rudolph

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

18. [City Manager Report](#)
19. City Attorney Communications (Verbal)
 - A. Brown Act Requirements and Social Media

FUTURE AGENDA ITEMS

FUTURE STRATEGIC PLANNING ITEMS

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

20. No Action Required

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

21. Conference with Legal Counsel
 - Existing Litigation, Pursuant to Government Code Section 54956.9(d)
 - Workers Compensation Case of Jeff Amado

ADJOURNMENT

22. Meeting Adjourned at



BACK TO AGENDA



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

July 11, 2017

TIME: 6:00 PM

PLACE: Council Chambers, 3970 Rocklin Road
www.rocklin.ca.us

INTRODUCTION

1. The Regular Meeting of the Rocklin City Council, Rocklin Public Financing Authority and Successor Agency convened at 6:00 p.m. Mayor Yuill presiding.
2. Rick Forstall led the Pledge of Allegiance.
3. Roll Call:
 - A. Councilmembers: Ken Broadway, Jill Gayaldo, Joe Patterson, Mayor Scott Yuill

Greg Janda - Excused
 - B. City Personnel: Steven Rudolph, City Attorney
Marc Mondell, Community Development
Justin Nartker, Public Services
Jason Johnson, Administration
Mike Davis, Fire
Lynn Toth, Community Development
Dave Mohlenbrok, Public Services
Karen Garner, Recreation
Troy Holt, City Manager's Office
Chad Butler, Police
Sarah Novo, Recreation
Karen Egyud, Public Services
Michael Young, City Manager's Office
Barbara Ivanusich, City Clerk
 - C. Commissioners: Nancy Hartwell, Chris Anderson, Twiana Armstrong-Bryant

COUNCIL REPORTS

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

Vice Mayor Broadway reported attendance at Placer County Transportation Planning Agency and Placer County Flood Board.

Karen Garner reported on the Grand Opening of Wickman Park on July 15, 2017 at 12:30 p.m.

AGENDA REVIEW

5. Agenda Modifications

Mayor Yuill continued Item No. 19 off calendar.

CONSENT CALENDAR

6. City Council, Public Financing Authority & Successor Agency Meeting Minutes of June 27, 2017
7. Quarterly Building Report
8. Adoption of Ordinance No. 1073 of the City Council of the City of Rocklin to Modify Section 17.08.150 of the Rocklin Municipal Code Relating to Swimming Pools (Swimming Pools Coverage and Enclosures / ZOA2017-0003)
9. Camping Ordinance
 - A. Adoption of Ordinance No. 1074 Repealing and Replacing Chapter 9.24 of Title 9 of the Rocklin Municipal Code Regarding Camping on Public Property
 - B. Adoption of Ordinance No. 1075 Amending Chapter 12.20 of Title 12 of the Rocklin Municipal Code Regarding Camping in Public Parks
10. Adoption of Ordinance No. 1076 of the City Council of the City of Rocklin Adding Chapter 9.46 of the Rocklin Municipal Code Relating to Abusive Solicitation
11. Response to Placer County Grand Jury - Rocklin City Police Station and Holding Facility Report
12. Resolution No. 2017-160 of the City Council of the City of Rocklin Declaring July 2017 as "Parks and Recreation" Month
13. Garnet Creek Subdivision
 - A. Resolution No. 2017-161 of the City Council of the City of Rocklin Accepting the Public Work Known as Garnet Creek (SD 2013-10), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Garnet Creek LLC.)

- B. Resolution No. 2017-162 of the City Council of the City of Rocklin Accepting the Public Work Known as Garnet Creek Landscaping (SD 2013-10), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Garnet Creek LLC.)

14. Granite and Dominguez Subdivision

- A. Resolution No. 2017-163 of the City Council of the City of Rocklin Accepting the Public Work Known as Granite and Dominguez Subdivision (SD 2013-06), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (John Mourier Construction, Inc.)
- B. Resolution No. 2017-164 of the City Council of the City of Rocklin Accepting the Public Work Known as Granite and Dominguez Subdivision Landscaping (SD 2013-06), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (John Mourier Construction, Inc.)

15. Plan Review Services

- A. Resolution No. 2017-165 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Professional Services Agreement with a Licensed Design Professional (Omni-Means, Ltd./Plan Review Services)
- B. Resolution No. 2017-166 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Professional Services Agreement with a Licensed Design Professional (Ubora Engineering & Planning, Inc. /Plan Review Services)

Motion to approve Item Nos. 6-15 on the Consent Calendar by Councilmember Broadway, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes:	Broadway, Gayaldo, Patterson, Yuill
Noes:	None
Absent:	Janda
Abstain:	None

SPECIAL PRESENTATIONS

- 16. Present Resolution Declaring July 2017 as "Parks and Recreation" Month to Parks, Recreation & Arts Commission

Mayor Yuill presented members of the Parks, Recreation and Arts Commission a resolution recognizing July 2017 as Parks and Recreation Month.

Mayor Yuill, Jerry Mitchell and Gene Johnson recognized Public Services Director Rick Forstall on the occasion of his retirement and thanked him for twelve years of dedicated service.

CITIZENS ADDRESSING THE CITY COUNCIL

17. NAME AND CITY – none.

PUBLIC HEARINGS

18. Vacation of a Public Street - Yankee Hill Road Between the Eastbound and Westbound Tracks of Union Pacific Railroad

A portion of Yankee Hill Road is to be vacated between the eastbound and westbound tracks of Union Pacific Railroad which connects to Independence Place.

Mayor Yuill opened the public hearing at 6:18 p.m.

Lynn Toth reported that due to PG&E's request that a public utility easement be reserved for the area in which existing sewer and storm drainage facilities are located, that the public hearing be held and final action be continued to August 8, 2017, in order for staff to identify the location of existing improvements and prepare legal descriptions.

Steven Rudolph explained that the City is not authorizing PG&E activity. The item vacates a public street not being used by the City. Staff can provide additional informal notice related to vacating the public property, but any kind of noticing PG&E adheres to is a separate process.

Council directed staff provide additional notice to the abutting property owners related to vacation of the street.

There being no public input, Mayor Yuill closed the public hearing at 6:29 p.m.

A. Resolution of the City Council of the City of Rocklin Ordering the Vacation of a Public Street (Yankee Hill Road)

Motion to continue Item No. 18 to August 8, 2017, by Councilmember Broadway, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes:	Broadway, Gayaldo, Patterson, Yuill
Noes:	None
Absent:	Janda
Abstain:	None

19. Design Review Modifications

This is a proposed amendment to Chapter 17.72 – Design Review of the Rocklin Municipal Code to incorporate revisions needed to reflect the recent changes to the Citywide Design Review Criteria including the creation of Architectural Guidelines for four specific Districts within the City (i.e., Granite, Quarry, University and College).

- A. Move to introduce an Ordinance No. 1077 of the City Council of the City of Rocklin to Modify Chapter 17.72 of the Rocklin Municipal Code Regarding Requirements for Design Reviews (ZOA2017-0002), Waive the Full Reading of the Ordinance and Continue to the Next Regular Meeting for Adoption

Item 19 was continued off calendar.

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

- 20. City Manager Report – written report submitted.
- 21. City Attorney Communications (Verbal) – no report.

FUTURE AGENDA ITEMS

Council settled on September 29th for the next Study Session.

FUTURE STRATEGIC PLANNING ITEMS**PUBLIC FINANCING AUTHORITY**

- 22. No Action Required

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

- 23. No Action Required

ADJOURNMENT

- 24. Meeting Adjourned at 6:30 p.m.

Scott Yuill, Mayor

Barbara Ivanusich, City Clerk



BACK TO AGENDA

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
 COMMENDING PUBLIC SERVICES DIRECTOR RICK FORSTALL
 FOR TWELVE YEARS OF SERVICE TO THE CITY OF ROCKLIN

WHEREAS, Rick Forstall started his career with the City of Rocklin as Operations Manager of Parks & Facilities on January 12, 2005 and was promoted to Director of Public Services on May 21, 2011; and

WHEREAS, Rick created and implemented the Five Year Capital Investment Plan that helps provide forecasting for multiple years and has become a valuable planning tool for City departments during the annual budget; and

WHEREAS, Rick developed the Parks & Trails Master Plan which sets forth guidelines and recommendations for improving and expanding the City's parks and trails while providing consistency; and

WHEREAS, Rick received multiple community awards throughout the years including the "Citizen of the Month" from the Kiwanis Club in October 2007 for his work on two projects: 1) the refurbishment of Huff Springs area, and 2) his involvement in the Rocklin Heritage Park/St. Mary Chapel's Restoration project; and

WHEREAS, Rick was recognized for his unrivaled efforts and hard work toward capital improvement and revitalization of the "Quarry District" and "City of Rocklin Historic Old Towne;" and

WHEREAS, Rick created a departmental "Make It Happen" culture that promotes teamwork, accountability, excellent customer service, and flexibility in serving City departments, Rocklin residents, and outside agencies; and

WHEREAS, Rick will retire from City service on August 7, 2017.

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council hereby extends its sincere gratitude to Rick Forstall for his dedicated service to the City of Rocklin during the past twelve years and hereby congratulates Rick Forstall on the occasion of his retirement and wishes him and his wife, Brenda, all the best in their future endeavors.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:
 NOES: Councilmembers:
 ABSENT: Councilmembers:
 ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

[BACK TO AGENDA](#)

City Council Report

Subject: Resolution of Intention to Annex Territory to Rocklin Community Facilities District No. 1 Annexation No. 58 and Rocklin Community Facilities District No. 5 Annexation 46 and Detach from Rocklin Lighting Maintenance District No. 1 (Lea Subdivision)

Submitted by: Mary Rister

Date: July 25, 2017

Department: Administrative Services

Reso. Nos.

The project site for the Lea Subdivision is 12.02 acres located on Galaxy Lane near the southeastern border of the City limits. The Lea Subdivision is conditioned on, among other things, annexation into Community Facilities District No. 1 and Community Facilities District No. 5. Community Facilities District No. 1 finances the operation and maintenance of fire services. Community Facilities District No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The Lea Subdivision is also conditioned to Detach from Rocklin Lighting Maintenance District No. 1, the street lighting services will be paid for in Community Facilities District No. 5.

The Lea Subdivision has submitted petition and waiver letters for Community Facilities District No. 1 and Community Facilities District No. 5 which requests the annexation to occur and waives some of the procedural requirements for processing the annexations. With the petition and waivers, the Council may adopt the resolutions of intention at this meeting, and proceed with the public hearings, elections, and order the annexations at its regular meeting on September 12, 2017. Staff recommends approval.



BACK TO AGENDA

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX
TERRITORY TO ROCKLIN COMMUNITY FACILITIES
DISTRICT NO. 1 (ANNEXATION NO. 58)
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Lea Subdivision)

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

Section 1. The City Council finds that there exists in the City of Rocklin a district known as Rocklin Community Facilities District No. 1 (the "CFD") formed and established pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (Mello-Roos Community Facilities Act of 1982, Government Code section 53311 et seq. (the "Act")).

Section 2. The City Council further finds that the public convenience and necessity require that certain territory be added to the CFD.

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 58 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 58 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Lea Subdivision.

Section 4. The public services authorized for the existing CFD are fire protection and suppression services and ambulance and paramedic services. The services to be provided in the territory proposed to be annexed to the CFD are fire protection and suppression services and ambulance and paramedic services as described in section 3 of Resolution No. 86-102 adopted by the Council on May 27, 1986 ("Resolution of Formation"). It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as ordinary ad valorem property taxes on each building within the territory proposed to be annexed to the CFD at the following rates:

- a) Single family detached - \$210.00
- b) Condominium - \$210.00
- c) Multi-family with up to four units - \$315.00
- d) Multi-family with five or more units - \$660.00
- e) Commercial - \$275.00
- f) Light industrial - \$330.00

Section 6. Beginning July 1, 2018 and each July 1 thereafter, the maximum annual tax rates assigned to each building category shall be increased to an amount equal to 103% of the amount in effect in the prior year.

Section 7. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on September 12, 2017, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California

Section 9. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
 STATING ITS INTENTION AND ORDERING TERRITORY DETACHED FROM ROCKLIN
 LIGHTING MAINTENANCE DISTRICT NO. 1
 (Lea Subdivision) (SD-2005-06)

WHEREAS, pursuant to Division 15, Part 2 of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" (the "Act"), the City Council of the City of Rocklin has formed a district known as Lighting Maintenance District No. 1 (hereinafter referred to as "District No. 1"); and

WHEREAS, the territory that comprises that certain Subdivision known as the Lea Subdivision (SD-2005-06) (the "Subdivision" or the "Territory"), as described in Exhibit A, attached hereto and by this reference incorporated herein, is currently within District No. 1; and

WHEREAS, the City has requested the Territory be detached from District No. 1 and be annexed to Community Facilities District No. 5 Annexation No. 46 for the purpose of maintaining street lighting and landscaping to be installed as part of the Subdivision's improvements; and

WHEREAS, under section 22605, et seq., of the Act, the detachment process shall be initiated, conducted and completed in the same manner as for the formation of a district; provided, that the required resolutions, report, notices, hearing, and right of majority protest shall be waived with the written consent of all of the owners of property within the Territory to be detached; and

WHEREAS, all of the owners of the Territory proposed to be detached have waived the resolutions, report, notices, hearing, and right of majority protest; and

WHEREAS, the City Council now desires to detach the Territory from District No. 1 and the owner of all the Territory consents thereto.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin declares its intent to and hereby orders the detachment of the Territory from District No. 1.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

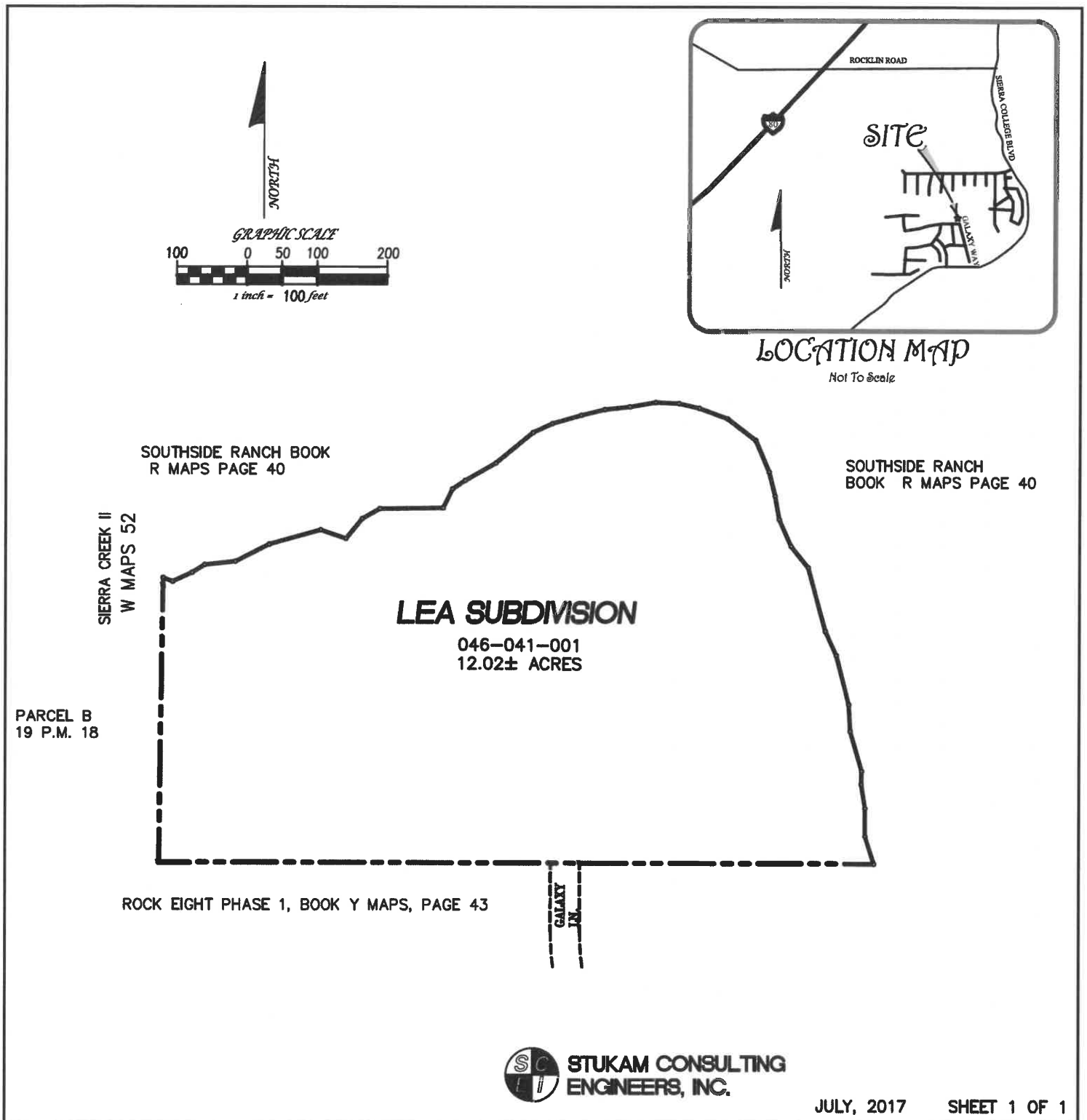
ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A
ASSESSMENT DIAGRAM





BACK TO AGENDA

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX
TERRITORY TO ROCKLIN COMMUNITY FACILITIES
DISTRICT NO. 5 (46th ANNEXATION)
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Lea Subdivision)

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

Section 1. The City Council finds that there exists in the City of Rocklin a district known as Rocklin Community Facilities District No. 5 (the "CFD") formed and established pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (Mello-Roos Community Facilities Act of 1982, Government Code section 53311 et seq. (the "Act")).

Section 2. The City Council further finds that the public convenience and necessity require that certain territory be added to the CFD.

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 3 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 46 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 46 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as the Lea Subdivision.

Section 4. The public services authorized for the existing CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The services to be provided in the territory proposed to be annexed to the CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting as described in section 3 of Resolution No. 96-255 adopted by the Council on October 8, 1996, ("Resolution of Formation"), together with maintenance of signalized intersections and safety lighting. It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as ordinary ad valorem property taxes within the territory proposed to be annexed to the CFD as set forth in the attached Exhibit A, Rate and Method of Apportionment of Special Tax, incorporated herein by reference.

Section 6. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 7. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 5, and for consideration and final

determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on September 12, 2017, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California

Section 8. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 5 - ANNEXATION 46
(Lea Subdivision)**

A. Purpose for the Special Tax.

The annual special tax shall be levied by the City on each parcel within the Rocklin Community Facilities District No. 5 – Annexation No. 46 – Lea Subdivision (the “CFD”) as shown on the Placer County Assessor's records, based on the apportionment procedure specified herein for the purpose of paying for authorized public services and administration expenses.

B. Determination of Parcels Subject to the Special Tax.

The basis for determining the parcels subject to the special tax will be the equalized property tax roll produced by the County Assessor of Placer County. The following parcels shall be exempt from the special tax:

1. All parcels which are designated to be owned or which are owned by federal, state, the City and local governments or any public agency at the time of the approval of the special tax and all parcels designated in whole as wetlands, and/or open space by the City.

Parcels originally designated for such public uses but which are redesignated or rezoned for residential, commercial, or industrial use in the future, shall become subject to the special tax. Any parcel zoned residential, commercial, or industrial which is rezoned to an excluded category, shall continue to be taxed at up to the maximum annual tax originally assigned to the parcel.

C. Definitions.

"Administration Expenses" means the cost associated with the administration of the Community Facilities District. Administration costs may include, but are not limited to the cost of tax collection, legal fees, legal notices, direct labor, indirect cost allocations, and contract services.

"Administrator" means the person or firm designated by the City to administer the special tax according to this rate and method of apportionment of special tax.

"Annual Special Tax Requirement" means the amount necessary each year to pay for the activities of the Facilities District No. 5, Annexation No. 46 – Lea Subdivision.

"Annual Special Tax" means the amount of tax levied each year on each parcel.

"CFD" means Rocklin Community Facilities District No. 5.

"City" means the City of Rocklin.

"Commercial Lot" means any Final Lot which is not a Single-Family Lot or Multi-Family Lot.

"Council" means the City Council of the City of Rocklin.

"Equivalent Dwelling Unit (EDU)" is defined as follows:

Single Family Unit	1 EDU
Multi-family Unit	.63 EDU
Commercial Lot (all non-residential)	3 EDU/acre
Undeveloped Property	3 EDU/acre

"Final Lot" means any lot subdivided down to its ultimate size consistent with its zone as approved by the City pursuant to the Subdivision Map Act (California Government Code §66410, et seq.) and for which a building permit may be issued. For all lots exclusive of single family dwelling lots, the lots of a parcel will not become a "Final Lot" until at least one building permit has been applied for and issued for construction of a structure on that parcel.

"Fiscal Year" means July 1 to June 30 of any year.

"Maximum Annual Special Tax" means the maximum special tax that can be levied against a parcel in any year.

"Maximum Annual Tax for Final Lots" means \$239.20 per EDU, adjusted annually for inflation by a factor of 4%.

"Maximum Annual Tax for Undeveloped Property" means \$717.60 per acre, adjusted annually for inflation by a factor of 4%.

"Multi-Family Lot" means a Final Lot used or designated for use as multi-family housing units.

"Single-Family Lot" means any Final Lot used or designated for use as a single-family unit or duplex.

"Special Tax Requirement" means the amount necessary in any fiscal year to pay for the authorized services set forth in Resolution No. ____ and to cure any delinquencies in the payment of special taxes levied in prior years or (based on delinquencies in the payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected.

"Undeveloped Property" means all property which is not a final lot.

D. Calculating the Maximum Annual Special Tax.

The Maximum Annual Special Tax for each Final Lot and Undeveloped Property shall be calculated as follows:

- Step 1 Identify all Final Lots in the CFD and determine if the Final Lot is a single family lot, a Multi-Family Lot or a Commercial Lot.
- Step 2 a) For each Single Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots.
- b) For each Multi-Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots, multiplied by .63, and multiplied again by the number of dwelling units approved or built on each multi-family lot.
- c) For each Commercial Lot identified in Step 1, multiply the acreage within the Commercial Lot by 3, and multiply the result by the Maximum Annual Tax for Final Lots.
- Step 3 Identify all Undeveloped Property by acreage.
- Step 4 Apply the Maximum Annual Tax Rate for Undeveloped Property to each acre of undeveloped property identified in Step 3.

E. Changes to the Maximum Annual Tax.

Beginning July 1, 2018 and each July 1, thereafter, the maximum annual tax shall be increased by 4%.

F. Apportionment and Levy of Special Tax.

Commencing with fiscal year 2017-2018 and for each following fiscal year, the administrator shall determine the annual special tax requirement for the CFD by applying the following steps. Based on the administrator's determination, the special tax will be levied.

- Step 5 Identify the total Special Tax Requirement to be paid in the fiscal year for which the special tax is being calculated.
- Step 6 For each Final Lot, determine the number of EDUs for that lot by applying the appropriate land use factor shown in the table above.
- Step 7 Add all EDUs determined in Step 6.
- Step 8 Divide the total Special Tax Requirement by the total number of EDUs to determine the annual tax per EDU and multiply that amount times the number of EDUs in each Final Lot applying the appropriate land use factor.
- Step 9 If the amount calculated in Step 8 is less than or equal to the Maximum Annual Tax for Final Lots, then that amount shall be levied on all Final Lots. **If the amount calculated in Step 8 is more than the maximum annual tax, the maximum annual tax should be levied on all final lots.**
- If the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots is less than the Special Tax Requirement, then that difference shall be collected by an assessment against the Undeveloped Property.
- Step 10 Subtract the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots from the Special Tax Requirement.
- Step 11 Determine the total number of acres of Undeveloped Property.
- Step 12 Divide the remaining Special Tax Requirement from Step 10 by the total number of acres of Undeveloped Property to arrive at the annual tax per acre of Undeveloped Property and the levy that amount against each acre of Undeveloped Property, up to the Maximum Annual Tax for Undeveloped Property.

G. Manner of Collection.

The special taxes for the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes.

The following parcel, and any subsequent parcels stemming from the following parcels, are included with the Community Facilities District No. 5 – Annexation 46 – Lea Subdivision: 046-041-001-000


[BACK TO AGENDA](#)

City Council Report

Subject: Resolution Renaming and Branding of the Sierra Valley Energy Authority

Submitted by: Ricky A. Horst

Date: July 25, 2017

Department: City Manager

- **Staff Recommendation:** Adoption of a Resolution Ratifying and Confirming Change of Name of the Sierra Valley Energy Authority to Pioneer Community Energy
-

BACKGROUND:

The Sierra Valley Energy Authority (SVEA) was initially formed in September of 2015 between Placer County and the City of Colfax. The SVEA is a joint powers authority originally created as a financing conduit for the mPOWER Program which finances energy efficiency and renewable generation of the mPOWER Program beyond the borders of Placer County based on requests from outside jurisdictions. As such the name “Sierra Valley Energy Authority” was chosen to reflect the broader geographic range of the mPOWER Program. In February of 2017, Placer County and the City of Colfax amended the SVEA joint powers agreement to authorize the implementation of the Community Choice Aggregation (CCA) Program and further authorized the expansion of the voting members of the SVEA to include the Cities of Auburn, Colfax, Lincoln and Rocklin and the Town of Loomis subject to the resolution by each of the municipalities. Each of these municipalities has now joined the JPA as voting members.

During the due diligence process for the CCA, County staff conducted a series of focus groups to gauge interest and response to the proposed CCA. Three focus groups were conducted. The first one was held in Auburn with participants from Auburn, Loomis, Foresthill and Colfax. The second was held in Lincoln with participants from both incorporated and unincorporated areas of Lincoln. The third focus group was held in Rocklin with participants from the City of Rocklin. The focus group members were chosen to represent a cross section of citizenry including males, females, various age ranges, small business owners and employees and a range of educational backgrounds.

The focus groups were also used to gauge reaction to suggested names and words related to branding CCA. During these focus groups it was discovered that most of the participants did not identify with the geography of “Sierra Valley”, they generally disliked the word “Authority” and the majority felt the name was too long.

Based on this feedback, along with other comments, County staff engaged the services of Augustine and Associates to assist with name and brand development. The name and branding process sought to define and portray an image of the Authority in a manner that: 1) reflects the common legacies, heritage and culture of the member jurisdictions, 2) reflects the value of local control and determination, and 3) projects a spirit of innovation, progress, and forward thinking.

As a result of this process a proposed new name, logo, brand mark, and color palette were developed. The proposal was presented at a meeting of the Sierra Valley Energy Authority held on July 17, 2017, and the Authority Board took action to approve the change in name. The City Council ratification and confirmation of this amendment is necessary to file the amendment with the Secretary of State under Government Code Section 6503.5.

Recommendations:

It is recommended that the City Council ratify and confirm the amendment to the Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority to change the name of the Authority to Pioneer Community Energy. Adoption of the attached Resolution by all of the Parties to the Agreement will ratify and confirm this second amendment to the Amended and Restated Joint Powers Agreement for the Sierra Valley Energy Authority and formally change the name of the entity from Sierra Valley Energy Authority to Pioneer Community Energy.

Ricky A. Horst, City Manager
Reviewed for Content

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING THE JOINT EXERCISE OF POWERS AGREEMENT FOR SIERRA VALLEY ENERGY AUTHORITY TO RATIFY AND CONFIRM THE NAME CHANGE FROM THE SIERRA VALLEY ENERGY AUTHORITY TO PIONEER COMMUNITY ENERGY

WHEREAS, this Sierra Valley Energy Authority (the “Authority”) was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the Purpose of providing a financing and program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the “Amended JPA Agreement”) became effective on February 22, 2017; and

WHEREAS, the Amended JPA Agreement authorized the Cities of Auburn, Lincoln, and Rocklin and the Town of Loomis to become Voting Members of each of these municipalities have subsequent become Voting Members of the Authority; and

WHEREAS, one of the primary purposes of the Amended JPA Agreement was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, the Governing Board of the Authority has taken action to rename and brand the Authority as Pioneer Community Energy, which reflects the common legacies, heritage and culture of their respective jurisdictions, reflects the value of local control and Determination, while also projecting a spirit of innovation, progress, and forward thinking.

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California, hereby finds, declares and resolves as follows:

1. The above recitals are true and correct.
2. The second amendment to the Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority, changing the name of the Authority to Pioneer Community Energy, is hereby ratified and confirmed and all references to the Sierra Valley Energy Authority or the Authority in the Amended and Restated Joint Exercise of Powers Agreement for the Sierra

Valley Energy Authority shall, as amended by this second amendment, mean Pioneer Community Energy.

3. All actions heretofore taken by the officers and agents of the Authority with respect to the amendment to the Amended and Restated Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority by this Resolution are hereby approved, confirmed and ratified, and the proper officers of the Authority are hereby authorized, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, assignments and other documents that they, or any of them may deem necessary or advisable in order to consummate the second amendment to the Agreement. The officers of the Authority are further authorized to provide official notice of the name change as may be required, including, but not limited to official filing with regulatory and other agencies, and to conduct all future affairs of the Authority under the name of Pioneer Community Energy.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: A Resolution of the City Council of the City of Rocklin Authorizing the Borrowing of Funds on Behalf of Community Facilities District No. 6 (Sunset West-Drainage), Community Facilities District No. 8 (Sunset West-Park Drive) and Community Facilities District No. 9 (Sunset West-Blue Oaks) to Refund Three Respective Series of Special Tax Bonds, and Approving and Authorizing Related Documents and Actions

A Resolution of the Rocklin Public Financing Authority Authorizing the Borrowing of Funds to Facilitate Refunding by the City of Rocklin, on Behalf of Certain Community Facilities Districts, of Special Tax Bonds and Refunding of the Authority's Outstanding 2003 Senior and Subordinate Refunding Local Agency Revenue Bonds, and Approving Related Documents and Actions.

Submitted by: Kim Sarkovich, ACM/CFO
Mary Rister, Finance Officer

Date: July 25, 2017

Department: Administrative Services

Reso. No. 2017-XX and 2017-XX

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin Authorizing the Borrowing of Funds on Behalf of Community Facilities District No. 6 (Sunset West-Drainage), Community Facilities District No. 8 (Sunset West-Park Drive) and Community Facilities District No. 9 (Sunset West-Blue Oaks) to Refund Three Respective Series of Special Tax Bonds, and Approving and Authorizing Related Documents and Actions.

Approve the Resolution of the Rocklin Public Financing Authority Authorizing the Borrowing of Funds to Facilitate Refunding by the City of Rocklin, on Behalf of Certain Community Facilities Districts, of Special Tax Bonds and Refunding of the Authority's Outstanding 2003 Senior and Subordinate Refunding Local Agency Revenue Bonds, and Approving Related Documents and Actions.

BACKGROUND

In 1999, the Rocklin Public Financing Authority (Authority) issued \$14,810,000 in revenue bonds to purchase special tax bonds issued by Community Facilities Districts No. 6, No. 8 and No. 9 (the CFD's). The CFD bonds provided financing for public facilities and infrastructure within the Sunset West plan area. The purchase by the Authority allowed for the "pooling" of the CFD's which reduced the costs of issuance, created a larger reserve and provided greater security to the City and bondholders than if each CFD had sold bonds separately. The CFD bonds are paid for by special taxes levied on property within each district. The Authority bonds are paid for by funds received from the CFD's debt service payments to the Authority. In 2003, the Authority revenue bonds were refunded providing a lower debt service

and interest payment requirement. Current market conditions provided favorable interest rates for evaluating both the refunding of the outstanding 2003 Authority revenue bonds and the refunding/restructure of the 1999 CFD special tax bonds. Staff has been working with NHA advisors, as the City's financial advisors to evaluate financing options. It was determined that refinancing through a bank loan would provide significant savings over a traditional bond offering.

Bids were solicited from 13 different banks, with 9 banks responding. The low bid was from OPUS Bank, a west coast regional bank headquartered in Irvine, CA. The bank interest rate is 2.2%, fixed through final maturity on September 1, 2025. This will provide a present value savings estimated at 9.7%. A savings to homeowners of approximately \$17/parcel per year for CFD No. 6, \$96/parcel per year for CFD No. 8 and \$57/parcel per year for CFD No. 9. Commercial property savings will be higher.

In order to provide funds to refund the 1999 CFD bonds and, in turn, refund the 2003 Authority Bonds, the Authority will borrow money from Opus Bank to loan to the City, on behalf of each CFD. The loans between each CFD and the Authority will be documented by a "CFD Loan Agreement" and a promissory note (CFD Note) and secured by the special taxes levied in each respective CFD. The City will use the loan proceeds to refund the 1999 CFD bonds, and in turn refund the 2003 Authority bonds.

Staff recommends refunding the 1999 CFD bonds and the 2003 Authority bonds through the OPUS Bank Loan.

City Documents

Loan Agreements between the City of Rocklin, Acting on Behalf of each CFD, and the Rocklin Public Financing Authority. The City, on behalf of each CFD, agrees to borrow from the Authority an amount necessary to refund each 1999 CFD bond and pledges the special tax revenues levied in each CFD to the Authority. These loans are not obligations of the City.

Escrow Agreement between the Rocklin Public Financing Authority, the City of Rocklin, and MUFG Union Bank. This agreement controls the flow of funds from the Rocklin Public Financing Authority and Opus Bank to pay off the 2003 Authority bonds and the 1999 CFD special tax bonds. These bonds will be called and paid in full on September 1, 2017.

Rocklin Public Financing Authority Documents

2017 Special Tax Revenue Refunding Loan Agreement between the Rocklin Public Financing Authority and Opus Bank. In this loan agreement the Authority agrees to borrow from OPUS Bank, the funds necessary to loan to the CFD's to refund the 1999 CFD special tax bonds and in turn, 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 terms of the loan agreement are: loan proceeds estimated at \$5,000,077, a fixed interest rate of 2.2% and final maturity September 1, 2025.

Escrow Agreement between the Rocklin Public Financing Authority, the City of Rocklin, and MUFG Union Bank. This agreement controls the flow of funds from the Rocklin Public Financing Authority and Opus Bank to pay off the 2003 Authority bonds and the 1999 CFD special tax bonds. These bonds will be called and paid in full on September 1, 2017.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

Findings and Conclusions:

- In 1999 the Authority issued revenue bonds in order to purchase the special tax bonds of CFD No. 6, No. 8 and No. 9.
- Current Market conditions provide favorable interest rates for the refunding of the 2003 Authority revenue bonds and the 1999 CFD special tax bonds.
- It was determined that refinancing through a bank loan would provide significant savings over a traditional bond offering.
- Bids were solicited and the bid was awarded to OPUS Bank.
- The OPUS Bank loan to the Authority has a fixed interest rate of 2.2% through maturity on September 1, 2025.
- Estimated present value savings of 9.7%. A savings to homeowners of approximately \$17/parcel per year for CFD No. 6, \$96/parcel per year for CFD No. 8 and \$57/parcel per year for CFD No. 9. Commercial property savings will be higher.
- The refundings are supported by a property tax levy on secured property within the CFDs.
- City documents consist of a loan agreement between the Authority and the City, acting on behalf of each CFD and an escrow agreement between the Authority, the City and MUFG Union Bank.
- Authority documents consist of a loan agreement between the Authority and OPUS Bank, the loan agreement between the Authority and the City, acting on behalf of each CFD, and an escrow agreement between the Authority, the City and MUFG Union Bank.

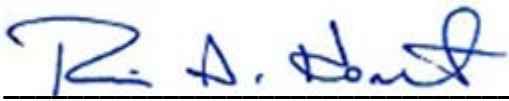
Recommendations:

- Staff recommends approving the Resolution of the City Council of the City of Rocklin Authorizing the Borrowing of Funds on Behalf of Community Facilities District No. 6 (Sunset West-Drainage), Community Facilities District No. 8 (Sunset West-Park Drive) and Community Facilities District No. 9 (Sunset West-Blue Oaks) to Refund Three Respective Series of Special Tax Bonds, and Approving and Authorizing Related Documents and Actions and
- Approving the Resolution of the Rocklin Public Financing Authority Authorizing the Borrowing of Funds to Facilitate Refunding by the City of Rocklin, on Behalf of Certain Community Facilities Districts, of Special Tax Bonds and Refunding of the Authority's Outstanding 2003 Senior and Subordinate Refunding Local Agency Revenue Bonds, and Approving Related Documents and Actions.

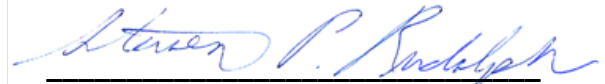
Fiscal Impact:

- Estimated present value savings of 9.7%. A savings to homeowners of approximately \$17/parcel per year for CFD No. 6, \$96/parcel per year for CFD No. 8 and \$57/parcel per year for CFD No. 9. Commercial property savings will be higher.

City Council Report
July 25, 2017
Page 4



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachment: Escrow Agreement

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made and entered into as of July ___, 2017, by and between the ROCKLIN PUBLIC FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), the CITY OF ROCKLIN, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), and MUFG UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America, acting as escrow bank hereunder (the "Escrow Bank").

BACKGROUND:

WHEREAS, the Authority has previously issued its 2003 Senior Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$12,575,000 and its 2003 Subordinate Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$1,455,000 (collectively, the **"2003 Bonds"**), pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and pursuant to an Indenture of Trust for each series, each dated as of January 1, 2004 (the **"2003 Indentures"**), by and between the Authority and U.S. Bank Trust National Association, as trustee and MUFG Union Bank, N.A. has been appointed as the successor trustee to U.S. Bank Trust National Association as trustee under the 2003 Indentures (the **"2003 Trustee"**); and

WHEREAS, the 2003 Bonds are secured by a pledge of and lien on the Revenues (as such term is defined in the 2003 Indentures) consisting primarily of amounts received from the ownership by the Authority of the following special tax bonds of the City (collectively, the **"Prior CFD Bonds"**) issued by the City for each respective CFD (each a respective **"CFD"** and collectively, the **"CFDs"**) pursuant to a separate Fiscal Agent Agreement for each series of Prior CFD Bonds (the **"CFD Fiscal Agent Agreements"**):

- (a) \$2,240,000 City of Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Special Tax Bonds, Series 1999 (the **"CFD 6 Bonds"**); and
- (b) \$5,780,000 City of Rocklin Community Facilities District No. 8 (Sunset West-Park Drive) Special Tax Bonds, Series 1999 (the **"CFD 8 Bonds"**);
- (c) \$6,890,000 City of Rocklin Community Facilities District No. 9 (Sunset West-Blue Oaks) Special Tax Bonds, Series 1999 (the **"CFD 9 Bonds"**).

WHEREAS, the Prior CFD Bonds and the 2003 Bonds maturing on or after September 1, 2018 are subject to optional redemption by the Authority on any Interest Payment Date on or after September 1, 2017, as a whole or in part, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date, without premium; and

WHEREAS, in order to provide funds to refinance the Prior CFD Bonds and, in turn, the 2003 Bonds and thereby realize interest rate savings to the City and the Authority, the City has determined to borrow money, on behalf of each CFD, from the Authority by entering into a loan agreement and a promissory note for each CFD (the **"2017 CFD Notes"**) and the Authority has determined to borrow money (the **"Loan"**) from Opus Bank, as provided in a Loan Agreement,

dated as of July 1, 2017, by and between the Authority and Opus Bank (the “**Loan Agreement**”) for the purpose of purchasing the 2017 CFD Notes and thereby loaning money to the City sufficient to refund the Prior CFD Bonds, and in turn facilitating the refunding and defeasance the 2003 Bonds prior to maturity;

WHEREAS, the City and the Authority desire to establish a joint escrow for the purposes of redeeming prior to maturity the Prior CFD Bonds and the 2003 Bonds.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Appointment of Escrow Bank. The City and the Authority hereby appoint the Escrow Bank as escrow bank for all purposes of this Agreement and in accordance with the terms and provisions of this Agreement, and the Escrow Bank hereby accepts such appointment.

Section 2. Establishment of Escrow Fund. The Escrow Bank is directed to establish a Refunding Fund (the “**Refunding Fund**”) to be held by the Escrow Bank in trust as an irrevocable escrow securing the payment and prepayment of the Prior CFD Bonds and, in turn, the payment of the 2003 Bonds maturing on September 1, 2017 and the redemption prior to maturity of the remainder of the 2003 Bonds. All cash and securities in the Refunding Fund are hereby irrevocably pledged as a special fund for the payment of the Prior CFD Bonds in accordance with the provisions of Sections 2.03 and 9.03 of the CFD Fiscal Agent Agreements, and the corresponding payment and prepayment of the 2003 Bonds in accordance with Section 4.01(a) and 10.01 of each 2003 Indenture.

If at any time the Escrow Bank receives actual knowledge that the cash and securities in the Refunding Fund will not be sufficient to make any payment required by Section 3, the Escrow Bank shall notify the City of such fact and the City shall immediately cure such deficiency from any source of legally available funds. The Escrow Bank has no liability for any such insufficiency.

As used herein, the term “Defeasance Securities” means the securities set forth on Exhibit A hereto and hereby incorporated herein.

Section 3. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the 2017 CFD Notes and the purchase of the 2017 CFD Notes as set forth in the Indenture:

(i) the Authority will cause to be transferred to the Escrow Bank (from proceeds of the 2017 CFD Notes) for deposit into the Escrow Fund, the amount of \$_____; and

(ii) the City will cause to be transferred to the Escrow Bank (from funds on hand for the CFDs) for deposit into the Escrow Fund, the amount of \$_____; and

(iii) the Authority hereby authorizes the Escrow Bank, in its capacity as 2003 Trustee, to transfer to the Escrow Bank the following amounts from the following funds

held for the Senior 2003 Bonds and the following amounts from the following funds held for the Subordinate 2003 Bonds, which the Escrow Bank shall deposit into the Escrow Fund:

Senior Reserve Fund: \$_____;

Senior Revenue Fund: \$_____;

Senior Interest Fund: \$_____;

Subordinate Reserve Fund: \$_____;

Subordinate Revenue Fund: \$_____; and

Subordinate Surplus Fund: \$_____.

(b) With respect to the aggregate \$_____ deposited into the Escrow Fund, the Escrow Bank will:

(i) invest \$_____ of the moneys deposited in the Defeasance Securities described in Exhibit A hereto, and

(ii) hold the remaining \$_____ in cash uninvested.

The Defeasance Securities and cash will be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein. The Escrow Bank will have no lien upon or right of set off against the Defeasance Securities and cash at any time on deposit in the Escrow Fund.

The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules (the "Report") dated _____, 2017 that the Defeasance Securities mature and bear interest payable in such amounts and at such times as together with cash on deposit in the Escrow Fund will be sufficient to pay and redeem the 2003 Bonds on the date and in the amounts set forth on Exhibit B hereto.

Section 4. Instructions as to Application of Deposit. The City hereby elects and irrevocably signifies its election to prepay the Prior CFD Bonds in full on September 1, 2017 and the Authority hereby irrevocably signifies its election to prepay the 2003 Bonds in full on September 1, 2017 under Section 4.01(a) of the 2003 Indentures. The Escrow Bank, in its capacity as 2003 Trustee shall give notice of the prepayment of the 2003 Bonds in accordance with Section 3.02 of the 2003 Indentures.

The total amount of Defeasance Securities and cash deposited in the Escrow Fund pursuant to Section 3 will be applied by the Escrow Bank to the redemption of the 2003 Bonds on the date and in the amounts set forth on Exhibit B hereto. Any amounts remaining in the Escrow Fund following the full prepayment and redemption of the 2003 Bonds will be transferred by the Escrow Bank to 2017 Trustee, for deposit to the Revenue Funds established and held by the 2017 Trustee under the 2003 Indentures.

Section 5. Investment of Any Remaining Moneys. At the written direction of the Authority, the Escrow Bank will invest and reinvest any proceeds received from any of the

Defeasance Securities acquired pursuant to Section 3 (the “Original Defeasance Securities”), and the cash originally deposited into the Escrow Fund, for a period ending not later than the date on which such proceeds or cash are required for the purposes specified in Section 4 and maturing in an amount at least equal to their purchase price, in Defeasance Securities; provided, however, that with respect to any such reinvestment, such written directions of the Authority will be accompanied by an opinion of nationally recognized bond counsel (“Bond Counsel”) that investment in accordance with such directions will not affect, for Federal income tax purposes, the exemption from Federal income taxes of the interest on the 2003 Bonds or with respect to the Prior CFD Bonds, and a verification report from an independent accountant or firm of accountants. In the event any such investment or reinvestment is required to be made in United States Treasury Securities - State and Local Government Series, the Authority will at its cost cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the Authority will fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds will be held uninvested by the Escrow Bank.

Section 6. Election to Redeem; Notices. The Authority hereby irrevocably elects to redeem the 2003 Bonds maturing on and after September 1, 2018 on September 1, 2017, all in accordance with the provisions of the 2003 Indentures. The Escrow Bank is hereby directed to give notice of redemption of the 2003 Bonds in accordance with the 2003 Indentures, at the expense of the Authority, substantially in the form of Exhibit C hereto. In addition, the Escrow Bank is directed to give a Notice of Defeasance of the 2003 Bonds on the issuance date of the 2017 Notes, to the Municipal Securities Rulemaking Board Electronic Municipal Market Access (EMMA) system accessible at the emma.msrb.org website, substantially in the form of Exhibit D hereto.

Section 7. Application of Certain Terms of Prior Agreement. All of the terms of the 2003 Indentures relating to the making of payments of principal of and interest on the 2003 Bonds are incorporated in this Agreement as if set forth in full herein.

Section 8. Compensation to Escrow Bank. From proceeds of the 2017 Notes or other lawfully available sources, the Authority will pay the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, prepayment expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Defeasance Securities after the date hereof. Under no circumstances will amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes.

Section 9. Immunities and Liabilities of Escrow Bank.

(i) The Escrow Bank undertakes to perform only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations will be read into this Agreement against the Escrow Bank.

(ii) The Escrow Bank will not have any liability hereunder except to the extent of its own gross negligence or willful misconduct. The Escrow Bank will have no duty or responsibility under this Agreement in the case of any default in the performance of the covenants or agreements contained in the 2003 Indentures.

(iii) The Escrow Bank may consult with counsel of its own choice (which may be counsel to the Authority) and the opinion of such counsel will be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(iv) The Escrow Bank will not be responsible for any of the recitals or representations contained herein.

(v) The Escrow Bank will not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Defeasance Securities deposited with it to pay the principal of, and interest, or premiums, if any, on the 2003 Bonds.

(vi) The Escrow Bank will not be liable for any action or omission of the Authority under this Agreement or the 2003 Indentures.

(vii) Whenever in the administration of this Agreement the Escrow Bank deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of an authorized representative of the Authority, and such certificate will, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(viii) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and will be protected and indemnified, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(ix) The Escrow Bank may at any time resign by giving written notice to the Authority of such resignation. The Authority will promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective upon acceptance of appointment by a successor Escrow Bank. If the Authority does not promptly appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice of resignation of an Escrow Bank, the Authority may appoint a temporary Escrow Bank to replace the resigning Escrow Bank until the Authority appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the Authority will immediately and without further act be superseded by the successor Escrow Bank so appointed.

(x) The Authority covenants to indemnify and hold harmless the Escrow Bank against any loss, liability or expense, including legal fees, in connection with the performance of any of its duties hereunder, except the Escrow Bank will not be indemnified against any loss, liability or expense resulting from its gross negligence or willful misconduct.

(xi) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waive receipt of

such confirmations to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker. The Escrow Bank will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder. Upon the Authority's election, such statements will be delivered via the Escrow Agent's online service and upon electing such service, paper statements will be provided only upon request.

(xii) The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

(xiv) The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(xv) The liability of the Escrow Bank to make the payments under the Agreement shall be limited to the moneys and Defeasances Securities in the Escrow Fund.

(xvi) The Escrow Bank shall incur no liability for losses arising from any investments made at the direction of the Authority or otherwise made in accordance with this Section.

(xvii) No provision of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

Section 10. Amendment. This Agreement may be amended by the parties hereto, (i) without the consent of the owners of the 2003 Bonds, but only if such amendment is made (a) to cure, correct or supplement any ambiguous or defective provision contained herein, (b) to pledge additional security to the payment of the principal, premium, if any, and interest represented by the 2003 Bonds, or (c) to deposit additional monies for the purposes of this Agreement, or (ii) with the consent of 100% of the owners of the 2003 Bonds outstanding, and only if there will have been filed with the Authority and the Escrow Bank a written opinion of Bond Counsel stating that any such amendment will not materially adversely affect the interests of the owners of the 2003 Bonds, and that any such amendment will not cause interest on the 2003 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

Section 11. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 12. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 13. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

ROCKLIN PUBLIC FINANCING AUTHORITY

By: _____
Kimberly Sarkovich
Chief Financial Officer

CITY OF ROCKLIN

By: _____
Ricky A. Horst
City Manager

MUFG UNION BANK, N.A., *as Escrow Bank and
2003 Trustee*

By: _____
Authorized Officer

EXHIBIT A

FEDERAL SECURITIES

Type of Security	Purchase Date	Maturity Date	Par Amount	Rate	Yield	Price	Total Cost
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EXHIBIT B

SCHEDULE OF PAYMENT AND REDEMPTION

Current Refunding of the Senior Revenue Bonds 2003 Bonds

Period Ending	Principal	Interest	Principal Redeemed	Total
09/01/17				

Current Refunding of the Subordinate Revenue Bonds 2003 Bonds

Period Ending	Principal	Interest	Principal Redeemed	Total
09/01/17				

EXHIBIT C**FORM OF REDEMPTION NOTICE**

\$12,575,000
Rocklin Public Financing Authority
2003 Senior Refunding Local Agency
Revenue Bonds

\$1,455,000
Rocklin Public Financing Authority
2003 Subordinate Refunding Local Agency
Revenue Bonds

Final Maturity Date: September 1, _____

NOTICE IS HEREBY GIVEN, by the Rocklin Public Financing Authority (the "Authority") with respect to the captioned bonds (the "Bonds"), that it has irrevocably elected to optionally redeem the outstanding Bonds maturing on and after September 1, 2018 on September 1, 2017 (the "Redemption Date"), at a redemption price equal to the par amount thereof together with accrued interest thereon to the Redemption Date, without premium. Interest on the Bonds will not accrue after the Redemption Date.

The Bonds to be redeemed consist of the following:

2003 Senior Refunding Local Agency Revenue Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate

2003 Subordinate Refunding Local Agency Revenue Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate

The Authority and the Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness in the notice or as printed on any Certificate. They are included solely for the convenience of the holders.

Funds for the payment of all of the outstanding Bonds have been deposited with MUFG Union Bank, N.A., as escrow agent for the Bonds (the "Escrow Bank"). The Bonds to be redeemed must be surrendered by the owners thereof at the corporate trust office of the Escrow Bank for payment of the redemption price. Interest shall cease to accrue on and after the Redemption Date.

Presentation and delivery address for first class mail, by registered mail, express mail, or delivered in person:

MUFG Union Bank, N.A.
445 S. Figueroa Street, Suite 401
Los Angeles, California 90071
Attention: Corporate Trust Department

The method of presentation and delivery of a Bond is at the option and risk of the holder of each Bond. If mail is used, insured registered mail, return receipt requested is suggested.

The Trustee may be obligated to withhold a percentage of the redemption price from any Bondowner who fails to furnish the Escrow Bank with a valid taxpayer identification number or a certification that such Bondowner is not subject to backup withholding. Bondowners who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

Dated: August __, 2017

MUFG UNION BANK, N.A.,
as Trustee for the Bonds and as Escrow Bank

EXHIBIT D

FORM OF DEFEASANCE NOTICE

\$12,575,000
Rocklin Public Financing Authority
2003 Senior Refunding Local Agency
Revenue Bonds

\$1,455,000
Rocklin Public Financing Authority
2003 Subordinate Refunding Local Agency
Revenue Bonds

Final Maturity Date: September 1, _____

NOTICE IS HEREBY GIVEN, by the Rocklin Public Financing Authority (the "Authority") with respect to the captioned bonds (the "Bonds"), that it has defeased the Bonds set forth below as of _____, 2017. ***This notice is not a notice of redemption of any of the Bonds.***

The Bonds that have been defeased consist of the following:

2003 Senior Refunding Local Agency Revenue Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate

2003 Subordinate Refunding Local Agency Revenue Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate

* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Capital IQ. The City and the Escrow Bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

Dated: _____, 2017

MUFG UNION BANK, N.A.,
as Trustee for the Bonds and as Escrow Bank



BACK TO AGENDA

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN

AUTHORIZING THE BORROWING OF FUNDS ON BEHALF OF
COMMUNITY FACILITIES DISTRICT NO. 6 (SUNSET WEST-DRAINAGE),
COMMUNITY FACILITIES DISTRICT NO. 8 (SUNSET WEST-PARK DRIVE) AND
COMMUNITY FACILITIES DISTRICT NO. 9 (SUNSET WEST-BLUE OAKS)
TO REFUND THREE RESPECTIVE SERIES OF SPECIAL TAX BONDS,
AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City has conducted proceedings under and pursuant to the Mello-Roos Community Facility Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code (the "Act"), to form Community Facilities District No. 6 (Sunset West-Drainage) ("CFD 6"), Community Facilities District No. 8 (Sunset West-Park Drive) ("CFD 8") and Community Facilities District No. 9 (Sunset West-Blue Oaks) ("CFD 9" and collectively, the "CFDs"), and, on behalf of the CFDs, the City has previously authorized the levy of special taxes upon the land within each respective CFD, and has issued bonds for each respective CFD, as described below, secured by such special taxes the proceeds of which were used to finance certain public facilities, all as described in those proceedings; and

WHEREAS, under the provisions of the Act, on behalf of the CFDs, the City has issued bonds for each respective CFD as follows: \$2,240,000 City of Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Special Tax Bonds, Series 1999 (the "CFD 6 Bonds"); \$5,780,000 City of Rocklin Community Facilities District No. 8 (Sunset West-Park Drive) Special Tax Bonds, Series 1999 (the "CFD 8 Bonds"); and \$6,890,000 City of Rocklin Community Facilities District No. 9 (Sunset West-Blue Oaks) Special Tax Bonds, Series 1999 (the "CFD 9 Bonds" and together, the "Prior CFD Bonds"); and

WHEREAS, the CFD 6 Bonds, the CFD 8 Bonds and the CFD 9 Bonds are issued pursuant to three fiscal agent agreements all dated as of August 1, 1999 and a Supplement No. 1 thereto dated as of January 1, 2004, by and between the City and U.S. Bank Trust National Association, as fiscal agent (the "Fiscal Agent Agreements"); MUFG Union Bank, N.A. has been appointed as the successor fiscal agent to U.S. Bank Trust National Association as fiscal agent (the "Fiscal Agent") under the Fiscal Agent Agreements; and

WHEREAS, the Rocklin Public Financing Authority (the "Authority") was established for the purpose of assisting the City with financings and refinancing of bonds; and

WHEREAS, the City, on behalf of each CFD, now wishes to borrow money from the Authority, and the Authority desires to make three loans to the City on behalf of the CFDs, for the purpose of providing funds to refund the Prior CFD Bonds on a current basis, as provided in a Loan Agreement for each respective CFD by and between the Authority and the City (each, a "CFD Loan Agreement") and pursuant to which the City will issue a promissory note (the "CFD Note") to generate funds to refund the Prior CFD Bonds of each respective CFD under the Act; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the making of such loans and the issuance of such CFD Notes, and the levy of the special taxes as contemplated by this

resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rocklin as follows:

Section 1. Applicable Law. For the purposes of these proceedings in and for the CFDs, the Act shall be the authority for the loans and the issuance of the CFD Notes which evidence the loan of each respective CFD.

Section 2. Approval of CFD Loan Agreements. The proposed form of CFD Loan Agreement by and between the City, on behalf of each CFD, as borrower, and the Authority, as lender (the "Lender") to be separately entered into for each CFD, in substantially the form attached hereto as Exhibit A and by this reference incorporated herein (the "CFD Loan Agreement") is hereby approved, and the City Manager or the Assistant City Manager, Chief Financial Officer (each an "Authorized Officer"), each acting alone, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver a CFD Loan Agreement for each CFD in substantially said form, with said additions thereto (including the insertion of the maturity dates, principal amounts and interest rate(s) of the CFD Note) and changes therein as the Authorized Officers, each acting alone, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The City Clerk may attest each CFD Loan Agreement as provided therein.

Section 3. Approval of Form of CFD Note. The form of CFD Note set forth in the CFD Loan Agreement is hereby approved, and the Mayor of the City and the City Clerk are hereby authorized and directed to execute the CFD Note in the name and on behalf of the City and each CFD, and to cause the delivery thereof as provided for below. The City hereby finds that each CFD Note constitutes "refunding bonds" as to each CFD within the meaning of the Act because the proceeds thereof will be used to refund each respective series of Prior CFD Bonds.

Section 4 Conditions to Issuance of CFD Note and Execution and Delivery of CFD Loan Agreement. The issuance of the CFD Notes and the execution and delivery of the CFD Loan Agreements are subject to the following conditions:

(a) the principal amount of each CFD Note shall not exceed an amount which produces interest cost savings meeting the requirements of the Act for respective refunding bonds, including, as to each CFD considered independently, that the total net interest cost to maturity of the respective CFD Note of each CFD plus the principal amount of the respective CFD Note of each CFD is less than the total net interest cost of the respective Prior CFD Bonds of such CFD plus the outstanding principal amount of the respective Prior CFD Bonds of such CFD;

(b) the respective final maturity date of each CFD Note shall not be later than the maturity date of the respective series of Prior CFD Bonds being refunded; and

(c) the value of the real property subject to special taxes levied in each respective CFD will be at least three times the principal amount of the respective CFD Note.

Section 5. Terms of Issuance of CFD Note. In satisfaction of the requirements contained in Section 53363.2 of the Act, the City Council hereby determines that:

(a) it is anticipated that the purchase of the CFD Notes will occur on or about July 31, 2017;

(b) each CFD Note shall bear the date, be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the bonds being refunded), be at the rates (not less than .5%), be payable at the place and be in the form specified in the respective CFD Loan Agreement;

(c) the designated cost of issuing the CFD Note, as defined by Section 53363.8 of the Act, shall include all of the costs specified in Section 53363.8(a), (b)(1) or (2) and (c).

Section 6. Appointment of Bond Counsel. Jones Hall, A Professional Law Corporation is hereby appointed bond counsel in connection with issuance of the documents and financing approved herein, and the Authorized Officers, each acting alone, are hereby authorized to execute agreements for services with said firm relating to the financing.

Section 7. Appointment of Municipal Advisor. NHA Advisors is hereby appointed municipal advisor in connection with issuance of the documents and financing approved herein, and the Authorized Officers, each acting alone, are hereby authorized to execute agreements for services with said firm relating to the financing.

Section 8. General Authority. The Authorized Officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the transactions described herein or to otherwise effectuate the purposes of this resolution, including preparing and executing refunding instructions relating to the refunding of the Prior CFD Bonds. Any such actions previously taken by such officers are hereby ratified and confirmed.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED by the City Council of the City of Rocklin at a regular meeting thereof this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

CITY OF ROCKLIN

By: _____
Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

LOAN AGREEMENT

Dated as of July 1, 2017

by and between the

CITY OF ROCKLIN

and

ROCKLIN PUBLIC FINANCING AUTHORITY
Relating to

\$ _____
City of Rocklin
Community Facilities District No. 6 (Sunset West-Drainage)
2017 REFUNDING SPECIAL TAX NOTE

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EXHIBIT A – FORM OF NOTE

APPENDIX A TO THE NOTE – SCHEDULE OF LOAN PAYMENTS

LOAN AGREEMENT

This LOAN AGREEMENT (this "Loan Agreement") is made and entered into as of July 1, 2017, by and between the CITY OF ROCKLIN, a municipal corporation duly organized and existing under the laws of the State of California (the "City") for and on behalf of the City's Community Facilities District No. 6 (Sunset West-Drainage) (the "CFD"), and the ROCKLIN PUBLIC FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority").

WITNESSETH:

WHEREAS, the City has formed the CFD under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 *et seq.* of the California Government Code (the "Act");

WHEREAS, the City Council of the City, as the legislative body with respect to the CFD, is authorized under the Act to levy special taxes to pay for the costs of facilities within the CFD and to incur debt secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City issued its City of Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Special Tax Refunding Bonds, Series 1999 dated August 12, 1999 (the "1999 Bonds") for the purpose of financing public capital improvements for the CFD; and

WHEREAS, the City has determined that it is in the public interest and for the benefit of the City, the CFD and the property owners responsible for the payment of special taxes that the City borrow funds from the Authority for the purpose of providing funds to refund and discharge the 1999 Bonds and thereby realize substantial interest rate savings, and in order to specify the terms and conditions of such loan and to provide for the security thereof, the City and the Authority wish to enter into this Loan Agreement and issue the Note (as defined herein); and

WHEREAS, under the provisions of the Act, on July 25, 2017, the City adopted its Resolution (the "Resolution"), which resolution, among other matters, authorized the execution and delivery of this Loan Agreement and the issuance of a promissory note evidencing the obligations of the City under this Loan Agreement (the "Note"), all for the purpose of providing moneys to current refund and discharge the 1999 Bonds, provided that such issuance is in accordance with the Act and this Loan Agreement;

WHEREAS, the City has agreed and hereby agrees that it will not issue any additional indebtedness or incur any other obligation payable from Special Taxes on a basis senior to, on parity with, or subordinate to the Note or the other amounts due under this Loan Agreement without the written consent of the Authority;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

SECTION 1.01. *Authority for this Loan Agreement.* This Loan Agreement is entered into under the Act and the Resolution.

SECTION 1.02. *Definitions.* Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Loan Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Loan Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"Administrative Expenses" means costs directly related to the administration of the CFD including but not limited to the following: (a) the actual costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by a City employee or consultant or both) and the actual costs of collecting the Special Taxes (whether by the County or otherwise); (b) the actual costs of the City related to any challenge to the validity of the proceedings to levy or collect the Special Taxes; (c) any amounts required to be rebated to the federal government; (d) California Debt Advisory and Investment Commission fees; and (e) an allocable share of the salaries of the City staff directly related to the foregoing and a proportionate amount of City general administrative overhead related thereto. Administrative Expenses shall also include amounts advanced by the City for any administrative purpose of the CFD, including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure.

"Administrative Expense Fund" means the fund by that name established and held by the City under Section 3.03.

"Auditor" means the auditor/controller of the County, or such other official at the County who is responsible for preparing property tax bills.

"Authority" means the Rocklin Public Financing Authority.

"Authority Lender" means Opus Bank, as lender under the Authority Loan, or its assigns.

"Authority Loan" means the loan outstanding under the Authority Loan Agreement, which Authority Loan is secured by payments made on the Note.

"Authority Loan Agreement" means that certain 2017 Special Tax Revenue Refunding Loan Agreement, dated as of July 1, 2017, between the Authority and Opus Bank, pursuant to which the Authority Loan is made.

"Authorized Officer" means the its Mayor, City Manager, Assistant City Manager/Chief Financial Officer, or any person serving any of those functions, or any other officer or employee authorized by the City or by an Authorized Officer to undertake the action referenced in this Loan Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means Jones Hall, A Professional Law Corporation, or any attorney or firm of attorneys acceptable to the City and the Authority and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Authority has its principal office are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the Office of the State Treasurer of California, or any successor agency, board or commission.

"CFD" means the Community Facilities District No. 6 (Sunset West-Drainage) established by the City under the Act and the Resolution of Formation.

"City" means the City of Rocklin, a general law city and municipal corporation duly organized and existing under the laws of the State, and its successors and assigns.

"Closing Date" means _____, 2017, being the date upon which the Loan is funded by the Authority and the net proceeds thereof are deposited with the Escrow Bank.

"County" means the County of Placer, California.

"Debt Service" means, for any Note Year, the sum of (a) the interest due on the Loan and the Note in such Note Year, assuming that the Loan and the Note are retired as scheduled, and (b) the principal amount of the Loan and the Note coming due in such Note Year.

"Default Rate" shall have the meaning set forth in Section 2.02(b) hereof.

"Escrow Agreement" means the Escrow Agreement dated as of July 1, 2017, by and between the Escrow Bank, the Authority and the City, providing for the defeasance of the 1999 Bonds.

"Escrow Bank" means MUFG Union Bank, N.A., as fiscal agent for the 1999 Bonds and as holder of the Escrow Fund under the Escrow Agreement.

"Escrow Fund" means the fund by that name established and administered under the Escrow Agreement.

"Event of Default" shall include the following (each an "Event of Default"):

- (i) failure to pay or cause to be paid when due any principal of or interest on the Loan:

(ii) breach by the City or the District of any material covenant set forth in the related Loan documents or failure by the City or the District to perform any material duty or covenant imposed on it pursuant to such documents; and

(iii) filing of bankruptcy by the City, if such bankruptcy interferes with collection of the Special Taxes and/or payment of the Loan, or compliance with any obligations of the City hereunder.

"Fair Market Value" shall have the meaning set forth in Section 5.01(b) hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Independent Financial Consultant" means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the City, who, or each of whom:

- (1) is in fact independent and not under the domination of the City;
- (2) does not have any substantial interest, direct or indirect, in the City; and
- (3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to make annual or other reports to the City.

"Interest Payment Date" means each of the dates set forth in Appendix A to the Note, on which installments of interest on the Loan come due and payable, the first of which is September 1, 2017.

"Loan" means the loan made hereunder by the Authority to the City, on behalf of the District, in the aggregate principal amount of \$_____ for the purpose of providing funds to refund and discharge the outstanding 1999 Bonds.

"Loan Agreement" means this Loan Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Loan Repayments" means all payments required to be paid by the City under Section 2.02, including any prepayment thereof under Section 2.04.

"Material Adverse Change" means any change in the City's financial condition with respect to the CFD that is reasonably likely to have a material adverse effect on (a) the financial condition or operations of the City with respect to the CFD or (b) the City's ability to perform its obligations under this Loan Agreement.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any governmental authority, of which the City has notice or knowledge and which, (i) if determined adversely to the City, may cause a Material Adverse Change, (ii) seek to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exclusion of interest with respect to the payment due hereunder from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the City to perform its obligations under this Loan Agreement.

"Maturity Date" means September 1, 2025.

"1999 Bonds" means the bonds heretofore issued by the City for the CFD and designated "City of Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Special Tax Refunding Bonds, Series 1999" issued August 12, 1999 in the original principal amount of \$2,240,000 under and pursuant to the 1999 Fiscal Agent Agreement.

"1999 Fiscal Agent Agreement" means the Fiscal Agent Agreement, dated as of August 1, 1999, by and between the City and MUFG Union Bank, N.A., as fiscal agent.

"1999 Fiscal Agent" means MUFG Union Bank, N.A., as successor to U.S. Bank National Association.

"Note" means the note issued by the City hereunder evidencing the obligations of the City under this Loan Agreement, in the form attached hereto as Exhibit A.

"Note Year" means, any twelve-month period beginning on September 2 in any year and ending on the next succeeding September 1, both dates inclusive, except that the first Note Year shall begin on the Closing Date, and end on September 1, 2017.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any Ordinance of the City levying the Special Taxes relating to the CFD.

"Principal Amount" means the aggregate principal amount of the Loan which is \$_____.

"Project" means those items described as the "Facilities" in the Resolution of Formation.

"Reserve Fund" means the fund by that name established and held by the Authority under the Authority Loan.

"Reserve Requirement" has the meaning given in the Authority Loan Agreement.

"Resolution" means Resolution No. _____ adopted by the City on _____, 2017, authorizing the execution and delivery of this Loan Agreement and the issuance of the Note.

"Resolution of Formation" means Resolution No. 98-286, adopted by the Council on September 22, 1998, forming the CFD.

"Special Tax Fund" means the special fund by that name established and held by the City under Section 3.02.

"Special Taxes" means the special taxes levied within the CFD pursuant the Act, the Ordinance and this Loan Agreement, net of County collection charges.

"State" means the State of California.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City Council of the City under the Act and which agreement is amendatory of or supplemental to this Loan Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

ARTICLE II

THE LOAN; ISSUANCE OF THE NOTE

SECTION 2.01. *Principal Amount; Designation.* The Authority hereby agrees to make the Loan to the City and the City hereby agrees to borrow such amount from the Authority. The Loan shall be evidenced by a note which shall constitute a "refunding bond" under the Act, which shall be issued by the City in the form of the Note in the aggregate principal amount of \$_____. The Loan and the Note are authorized to be entered into and issued by the City for the CFD under and subject to the terms of the Act, the Resolution, this Loan Agreement and other applicable laws of the State. The Loan shall be funded by the Authority subject to the terms and conditions of this Loan Agreement on the Closing Date in funds which are immediately available to the City and the Escrow Bank.

SECTION 2.02. *Terms of Loan and Note.* (a) The Note shall be dated as of the Closing Date. Principal of the Loan and the principal component of the Note shall mature and become payable on each of the dates, and in the amounts, as set forth in the following table:

Principal Payment <u>Date</u>	Principal <u>Amount</u>	Principal Payment <u>Date</u>	Principal <u>Amount</u>
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If a principal payment date falls on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day and such payment shall be credited to the Loan as if paid on the principal payment date.

Subject to subsection (b) of this Section, interest on the unpaid principal balance of the Loan and the Note shall accrue from the Closing Date at the rate of 2.20% per annum, and shall be payable on each of the Interest Payment Dates, beginning September 1, 2017; provided, however, that if a Interest Payment Date falls on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, with interest accruing only to the original Interest Payment Date and interest due on the next subsequent Interest Payment Date shall accrue from such previous Interest Payment Date. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The principal of and interest on the Loan shall be payable to the Authority in lawful money of the United States of America.

(b) *Default Rate.* Upon the occurrence and continuation of an Event of Default, the unpaid principal balance of the Loan shall, if elected by the Authority, bear interest at a rate per annum equal to 5.20% (the "Default Rate"). The Authority shall notify the City of its election of the Default Rate. If so imposed by the Authority, the Default Rate shall remain in effect until such time as the applicable Event of Default is cured to the satisfaction of the Authority. Any unpaid interest on the Loan, including Default Rate interest, shall accrue until paid. In connection therewith, Authority acknowledges that the levy of Special Taxes sufficient to fund Default Rate interest is limited by Section 53321(d) of the Act and Special Taxes cannot be levied beyond the final date specified in the CFD proceedings

SECTION 2.03. *Manner of Payment.* Payments of principal of and interest on the Loan shall be made when due from amounts on deposit in the Special Tax Fund by wire transfer to the Authority in accordance with such written instructions as the Authority shall provide to the City from time to time. Unless and until the Authority shall notify the City otherwise in writing, such payments shall be made to the following account of the Authority provided to the City, or as otherwise directed by the Authority.

SECTION 2.04. *Prepayment.*

(a) *Optional Prepayment.* The Loan may be prepaid, at the option of the City, from any source of funds at the same time, on the same terms and as required to facilitate payments on the Authority Loan. Partial prepayments shall be applied to the latest end of the amortization schedule.

Notwithstanding the foregoing, with the redemption price shall include a premium if necessary, based on the certificate of an Independent Financial Consultant, sufficient to redeem the corresponding portion of the Authority Loan. The City will not be authorized to redeem Bonds pursuant to Section 2.04(a) or 2.04(b) unless it has provided the Authority with a certificate of an Independent Financial Consultant to the effect that the proposed redemption, assuming a corresponding redemption of the Authority Loan, and assuming continuing payment of Special Taxes by property owners not then in default (and non-payment of property owners then in default), will not adversely impact the availability of Revenues (as defined in the Authority Loan Agreement) in an amount sufficient to pay debt service on the Authority Loan, as scheduled. In the event the Independent Financial Consultant is unable to provide such certificate, the redemption premium will be the amount that will be sufficient to enable the Independent Financial Consultant to deliver the required certificate.

(b) Mandatory Prepayment.

The Loan shall be subject to mandatory redemption from prepayments of the Special Taxes by property owners, in whole or in part, on any Interest Payment Date at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding in the same manner as applied to the Authority Loan.

(c) Notice of Prepayment. The City shall give the Authority written notice of its intention to prepay the Loan under this Section 2.04 not less than fifteen (15) days prior to the prepayment date and shall specify the principal amount to be prepaid. In the event the Loan is prepaid in part, but not in whole, from prepaid Special Taxes, the principal amount to be prepaid shall be allocated among the remaining principal payment dates on a pro rata basis or as required to facilitate payments on the Authority Loan.

SECTION 2.05. *No Acceleration.* The principal of the Loan and the Note shall not be subject to acceleration hereunder.

SECTION 2.06. *Issuance of Note; Form of Note.* The Loan shall be evidenced by the Note, all of the terms and provisions of which shall reflect the terms and provisions of the Loan. The Note shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Loan Agreement, the Resolution and the Act.

The Note shall be executed on behalf of the City by the manual or facsimile signature of an Authorized Officer and such signature shall be attested by the manual signature of the City Clerk. If any officer whose signature appears on the Note ceases to be such officer before delivery of the Note to the Authority, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Note to the Authority. The Note may be signed and attested on behalf of the City by such persons as at the actual date of the execution of the Note shall be the proper officers of the City although at the nominal date of the Note any such person shall not have been such officer of the City.

SECTION 2.07. *Issuance and Delivery of Note.* The City shall issue the Note on the Closing Date and thereupon deliver the Note to the Authority. The Authorized Officers of the City are hereby authorized and directed to execute and deliver any and all documents and instruments necessary to cause the issuance of the Note in accordance with the provisions of

the Act, the Resolution and this Loan Agreement, and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the Note to the Authority.

SECTION 2.08. *Transfer or Exchange of Authority's Rights.* The Authority may assign its rights hereunder, and may transfer the Note, subject to the requirements and limitations of Section 6.11 herein and the Authority Loan Agreement, but only with the consent of the Authority Lender and upon surrender of the Note to the City for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the City. Whenever the Note shall be surrendered for transfer, the City shall execute, authenticate and deliver a new Note to the transferee.

ARTICLE III

APPLICATION OF LOAN PROCEEDS

SECTION 3.01. *Application of Proceeds of Loan and Other Moneys.*

(a) Proceeds of Loan. The proceeds of the Loan in the amount of \$_____ shall be applied on the Closing Date as follows:

- (i) \$_____ shall be retained by the Authority for payment of the CFD's proportional share of costs of issuance of the Loan and Authority Loan;
- (ii) \$_____, representing the CFD's proportional share of the Reserve Fund established under the Authority Loan Agreement shall be retained by the Authority for deposit into the Reserve Fund established under the Authority Loan Agreement; and
- (iii) \$_____ shall be transferred to the Escrow Bank pursuant to the Escrow Agreement, into the Escrow Fund.

The City hereby instructs the Authority to directly transfer to the Escrow Bank proceeds of the Loan in the amount set forth in (a)(iii) and to retain the amounts set forth in (a)(i) and (ii); no funds need to be transferred directly to the City for subsequent transfer to others.

(b) Other Funds. In addition to the foregoing deposits of proceeds, the City shall cause the following amounts to be transferred to the Escrow Bank for deposit by the Escrow Bank pursuant to the Escrow Agreement, into the Escrow Fund on the Closing Date:

- (i) [[\$_____ representing Special Taxes held by the City in connection with the 1999 Bonds on the Closing Date.]]

SECTION 3.02. *Special Tax Fund.*

(a) Establishment of Special Tax Fund. The Special Tax Fund is hereby established as a separate fund to be held by the City, acting on behalf of the CFD, to the credit of which the

City, acting on behalf of the CFD, shall deposit all Special Taxes immediately upon receipt by the City. Amounts in the Special Tax Fund shall be held in trust by the City for the benefit of the Authority, shall be disbursed as provided below and, pending any disbursement, shall be pledged to the payment of the Loan for the benefit of the Authority.

(b) Disbursements. Amounts on deposit in the Special Tax Fund shall be disbursed by the City, acting on behalf of the CFD, at the following times and in the following order of priority:

(i) On or before each Interest Payment Date, but in any event on such date as is necessary to ensure that the Authority is in receipt of each payment due hereunder on each Interest Payment Date, the City, acting on behalf of the CFD, shall apply amounts in the Special Tax Fund to pay to the Authority the full amount of Debt Service coming due on the Loan and the Note on such Interest Payment Date. In the event that there are insufficient funds in the Special Tax Fund to make any such payment in full when due, the City shall apply amounts received on such Interest Payment Date first to the payment of interest on the Loan, then to the payment of principal due on the Loan.

(ii) Any amount in the Special Tax Fund in excess of the amounts required to make the foregoing transfers shall be transferred to the Authority for deposit into the Reserve Fund to replenish the Reserve Requirement, if and to the extent necessary.

(iii) The City, acting on behalf of the CFD, shall transfer to the Administrative Expense Fund an amount required to pay Administrative Expenses when and as the same become due and payable.

(iv) On each September 1, any amount in the Special Tax Fund in excess of the amount required to make the foregoing transfers, for the immediately prior March 1 and such September 1, shall, subject be released for the pledge hereunder and available to the City for any authorized use thereof.

If at any time it appears to the City that there is a danger of deficiency in the Special Tax Fund and that the City may be unable to pay Debt Service on the Loan in a timely manner, the City shall report such fact to the Authority. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation and the Act) in accordance with the procedures set forth in the Act for the purpose of curing Special Tax Fund deficiencies and any amounts drawn by the Authority on the Reserve Fund due to such deficiencies.

SECTION 3.03. *Administrative Expense Fund.*

(a) Establishment of Administrative Expense Fund. The Administrative Expense Fund is hereby established as a separate fund to be held by the City, acting on behalf of the CFD. Amounts in the Administrative Expense Fund shall be held by the City, acting on behalf of the CFD, for the benefit of the City, and shall be disbursed as provided below.

(b) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the City and applied to pay or reimburse payment of Administrative Expenses as provided in Section 3.02 hereof. The City shall withdraw from the Administrative Expense Fund and

transfer to the Special Tax Fund, from time to time, any amount not required to pay any Administrative Expenses.

ARTICLE IV

SECURITY FOR THE LOAN; COVENANTS

SECTION 4.01. *Pledge of Special Taxes.* The Loan shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Taxes and all moneys deposited in the Special Tax Fund (including any amounts deposited therein received by the City from foreclosure proceedings as provided in Section 4.04 hereof). The Special Taxes and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated to the payment of Debt Service on the Loan as provided herein and in the Act until payment in full of the Loan or the discharge of the Loan under Section 6.03. The City covenants and agrees that it will not issue any additional indebtedness or incur any other obligation payable from Special Taxes on a basis senior to, on parity with, or subordinate to the Note or the other amounts due under this Loan Agreement without the written consent of the Authority.

SECTION 4.02. *Limited Obligations.* All obligations of the City under this Loan Agreement and the Note shall not be general obligations of the City, but shall be limited obligations, payable solely from the Special Taxes and the funds pledged therefore hereunder, except to the extent that provision for payment has voluntarily been made by the City, as may be permitted by law. Neither the faith and credit of the City nor of the State or any political subdivision thereof is pledged to the payment of the Loan and the Note.

SECTION 4.03. *Collection of Special Taxes.* The City shall comply with all requirements of the Act so as to assure the timely collection of Special Taxes, including without limitation, the enforcement of delinquent Special Taxes.

(a) Processing. On or within five (5) Business Days of each July 1, the City, acting on behalf of the CFD, shall determine the amount of Special Taxes needed to be levied under the Ordinance as necessary to provide for annual Debt Service, Administrative Expenses, and if applicable, amounts necessary to transfer to the Authority to replenish the Reserve Fund to the then applicable Reserve Requirement, taking into account the amount then on deposit in the Special Tax Fund. Upon such determination, the City, acting on behalf of the CFD, shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(b) Levy. The City, acting on behalf of the CFD, shall effect the levy of the Special Taxes in accordance with the Ordinance in each Fiscal Year that the Loan remains unpaid such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the CFD for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the City, acting on behalf of the CFD, shall prepare or cause to be prepared, and shall

transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(c) Computation. The City, acting on behalf of the CFD, shall fix and levy the amount of Special Taxes within the CFD required for the payment of Debt Service coming due and payable during the ensuing calendar year, including (i) an amount estimated to be sufficient to pay the Administrative Expenses during such calendar year, (ii) amounts necessary to discharge any rebate obligation, during such year, taking into account the balances in such funds and in the Special Tax Fund, and (iii) amounts necessary to transfer to the Authority to replenish the Reserve Fund to the then applicable Reserve Requirement. The Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings under the Resolution of Formation.

(d) Collection. The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

(e) Maximum Special Tax. The City hereby covenants that so long as the Note is outstanding, it shall not reduce the maximum annual special tax (as defined in the Rate and Method of Apportionment for the District) applicable to any parcels in the District.

SECTION 4.04. *Covenant to Foreclose.* Under the Act, the City hereby covenants with and for the benefit of the Authority that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following paragraph. The City shall notify the City Attorney of any such delinquency of which the City is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

On or before September 1 of each Fiscal Year, the City, acting on behalf of the CFD, shall compare the amount of Special Taxes theretofore levied in the CFD to the amount of Special Taxes theretofore received by the City. If the City, acting on behalf of the CFD, determines on the basis of such comparison that the total amount of delinquent Special Taxes for the prior Fiscal Year for the entire CFD exceeds 5% of the total Special Taxes due and payable for the prior Fiscal Year, the City shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency), and shall, by October 1 following the close of the Fiscal Year in which such Special Taxes were due, commence foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Taxes against each separate lot or parcel of land in the CFD for which a Special Taxes delinquency remains outstanding following such demand and immediate payment as provided above, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such comparison that (a) the total amount of delinquent Special Taxes is less than 5% of the total Special Taxes due and payable for the prior Fiscal Year, but that property owned by a single property owner in the CFD is delinquent by more than \$5,000 with respect to the Special Taxes due and payable in such Fiscal Year, or (b) property owned by

a single property owner in the CFD is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the CFD) then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against such property owner. Any such amounts received from foreclosure proceedings will be deposited in the Special Tax Fund.

SECTION 4.05. *Punctual Payment.* The City will punctually pay or cause to be paid the Debt Service on the Loan when and as due in strict conformity with the terms hereof and thereof, and it will faithfully observe and perform all of the conditions covenants and requirements of this Loan Agreement and all Supplemental Agreements and of the Note.

SECTION 4.06. *Against Encumbrances.* The City will not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Loan superior to, on a parity with, or subordinate to the pledge and lien herein created in favor of the Loan and the Note for the benefit of the Authority, except as permitted by this Loan Agreement.

SECTION 4.07. *Books and Records.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries are made of all transactions relating to the Special Taxes and expenditures of amounts disbursed from the Administrative Expense Fund and the Special Tax Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Authority or its representatives duly authorized in writing.

SECTION 4.08. *Protection of Security and Rights of Authority.* The City will preserve and protect the security of the Loan and the rights of the Authority, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of this Loan Agreement and the Note by the City, the Loan and the Note shall be incontestable by the City. In connection with the Loan, the City covenants that it will not initiate proceedings to reduce the maximum special tax with respect to the CFD as provided in the proceedings under the Resolution of Formation.

SECTION 4.09. *Amendment of this Loan Agreement.* This Loan Agreement and the rights and obligations of the City and of the Authority may be modified or amended at any time by a Supplemental Agreement agreed to and executed by the City and the Authority, with the consent of the Authority Lender. Prior to the execution and delivery of any Supplemental Agreement, the City shall at its expense (which expense shall constitute an Administrative Expense) obtain an opinion of Bond Counsel stating whether such modification or amendment will have the effect of causing interest on the Loan to become includable in gross income under the Tax Code, which opinion shall be filed with the Authority.

SECTION 4.10. *Tax Covenants.*

(a) Private Activity Bond Limitations. The City shall assure that the proceeds of the Loan are not so used as to cause the Loan to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Loan to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such Section is applicable to the Loan.

(d) No Arbitrage. The City shall not take, or permit or suffer to be taken by the Authority or otherwise, any action with respect to the proceeds of the Note which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Note would have caused the Note to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(e) Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Note from the gross income of the Authority to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the Note.

SECTION 4.11. *No Litigation.* Except as disclosed in writing to the Authority prior to the effective date of this Loan Agreement, there is no pending litigation, tax claim, proceeding with service of process having been accomplished against the City, or to the knowledge of the City, threatened in writing against the City, for which there is a reasonable possibility that an adverse decision could materially adversely affect the City's financial condition or could materially impair its ability to perform its obligations under the Loan Agreement. The City will, at its expense, maintain its legal existence and the CFD's existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents the Authority may reasonably request in order to protect the Authority's rights and benefits under this Loan Agreement and the ability of the Authority to pay the Loan Repayments.

SECTION 4.12. *Further Assurances.* The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Loan Agreement, and for the better assuring and confirming unto the Authority of the rights and benefits provided in this Loan Agreement. In addition, as of the Closing Date (i) no Material Adverse Change has occurred since June 30, 2016 and (ii) no event of default has occurred with respect to the 1999 Bonds and no Event of Default exists with respect to the Loan Agreement or the Note.

ARTICLE V

INVESTMENTS; LIABILITY OF THE CITY

SECTION 5.01. *Deposit and Investment of Moneys in Funds.*

(a) General. Moneys in any fund or account created or established by this Loan Agreement and held by the City shall be invested by the City in any investments which are authorized for the investment of City funds under the laws of the State, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Loan Agreement, or otherwise containing gross proceeds of the Loan (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Loan Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Tax Code shall be valued at their present value (within the meaning of Section 148 of the Tax Code).

(b) Definition of Fair Market Value. For purposes of this Section 5.01, the term "Fair Market Value" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and any related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(c) Commingled Money. Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the City hereunder.

SECTION 5.02. *Liability of City.*

(a) General. The City shall not incur any responsibility in respect of the Loan, the Note or this Loan Agreement other than in connection with the duties or obligations explicitly herein or therein assigned to or imposed upon it.

(b) Reliance. In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City by Bond Counsel or by an Independent Financial Consultant and conforming to the requirements of this Loan Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts. The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(c) No General Liability. No provision of this Loan Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Taxes) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 5.03. *Employment of Agents by City*. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

SECTION 5.04. *Remedies on Default*. Upon the occurrence and during the continuation of an Event of Default, the Authority shall impose on the City the same remedy as imposed by the Authority Lender, as provided in the Authority Loan Agreement and the Authority Lender shall have the same rights as the Authority to enforce such remedies, including but not limited to (a) implementation of the Default Rate, if and to the extent the Default Rate is in effect under the Authority Loan Agreement, and (b) take whatever action at law or in equity may appear necessary or desirable to collect the Loan Repayments then due or thereafter to become due during the term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. *Benefits of Agreement Limited to Parties*. The Authority Lender is a third-party beneficiary to this Loan Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. Nothing in this Loan Agreement, expressed or implied, is intended to give to any person other than the City, the Authority Lender and the Authority any right, remedy, claim under or by reason of this Loan Agreement. Any covenants, stipulations, promises or agreements in this Loan Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Authority and the Authority Lender.

SECTION 6.02. *Successor and Predecessor*. Whenever in this Loan Agreement or any Supplemental Agreement either the City or the Authority is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Loan Agreement contained by or on behalf of the City or the Authority shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 6.03. *Discharge of Agreement*. Subject to any provisions to the contrary contained in Section 2.04 hereof, the City shall have the right to pay and discharge the entire indebtedness on the Loan and the Note in any one or more of the following ways:

- (a) by paying or causing to be paid all of the Debt Service on the Loan and the Note as and when the same become due and payable; or

(b) by depositing in trust for the benefit of the Authority with a bank or other fiduciary, at or before the Maturity Date, cash and/or Federal Securities in such amount as the City shall determine, together with the amounts then on deposit in the Special Tax Fund, is fully sufficient to pay the Loan and the Note, including all Debt Service thereon coming due and payable to the Maturity Date or to a date fixed for prepayment thereof, provided that the adequacy of such deposit shall be confirmed by an independent certified public accountant or by the Authority.

In such event, the pledge of the Special Taxes and other funds provided for in this Loan Agreement and all other obligations of the City under this Loan Agreement and under the Note shall cease and terminate, except only the obligations of the City to pay or cause to be paid to the Authority not so surrendered and paid all sums due thereon from amounts set aside for such purpose; and thereafter Special Taxes shall not be payable to the Authority.

SECTION 6.04. *Execution of Documents.* Any consent, request, declaration or other instrument which this Loan Agreement may require or permit to be executed by the Authority may be in one or more instruments of similar tenor, and shall be executed by an authorized officer of the Authority or by its attorneys appointed in writing.

Any consent, request, declaration or other instrument or writing of the Authority shall bind all future successors and assigns of the Authority in respect of anything done or suffered to be done by the City in good faith and in accordance therewith.

SECTION 6.05. *Waiver of Personal Liability.* No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Note; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 6.06. *Notices to and Demands on City and Authority.* Any notice or demand which by any provision of this Loan Agreement is required or permitted to be given or served by the Authority to or on the City may be given or served by being deposited postage prepaid in a post office letter box or by overnight courier, addressed (until another address is filed by the City with the Authority) as follows:

City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Attention: Chief Financial Officer
Telephone: (916) 625-5025

Any notice or demand which by any provision of this Loan Agreement is required or permitted to be given or served by the City to or on the Authority may be given or served by being deposited postage prepaid in a post office letter box or overnight courier addressed (until another address is filed by the Authority with the City) as follows:

To the Authority: Rocklin Public Financing Authority
3970 Rocklin Road
Rocklin, California 95677
Attention: Chief Financial Officer

With copy to the Authority Lender: Opus Bank
131 W. Commonwealth Ave.
Fullerton, California 92832
Email: LoanServiceDepartment@opusbank.com
RE: Loan No. 530000006732

SECTION 6.07. *Partial Invalidity.* If any Section, paragraph, sentence, clause or phrase of this Loan Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Loan Agreement. The City and the Authority hereby declare that they would have entered into this Loan Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Note pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Loan Agreement may be held illegal, invalid or unenforceable.

SECTION 6.08. *Applicable Law.* This Loan Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

SECTION 6.09. *Payment on Business Day.* In any case where the payment of interest or of principal of the Loan, or the date fixed for prepayment of the Loan, or the date any action is to be taken under this Loan Agreement, is other than a Business Day, the payment of interest or principal or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date; provided that if any payment of principal is made on the Business Day next succeeding its original payment date, such principal shall be treated and applied as having been made on its original payment date and interest on the Loan shall be calculated accordingly.

SECTION 6.10. *Reporting Requirements.*

(a) *Annual Reporting to Authority.* Not later than April 1 of each year the Loan is outstanding, the City shall cause the following information to be supplied to the Authority Lender:

- (i) Event of Default. The City shall immediately notify the Authority Lender by email, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under the Note or this Loan Agreement, together with a detailed statement by a City representative of the steps being taken by the City to cure the effect of such Event of Default.
- (ii) Action, Suit or Proceeding. The City shall promptly notify the Authority Lender in writing (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental

authority, domestic or foreign, against the City or the CFD which involve claims equal to or in excess of \$500,000 or that seeks injunctive relief affecting the collection of the Special Taxes or payment of the Loan Repayments.

- (f) Material Litigation. The City shall promptly notify the Authority Lender in writing of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could impact any of the Special Taxes or payment of the Loan Repayments.
- (g) Additional Information. The City shall file with the Authority Lender such additional information as the Authority Lender may reasonably request in writing, within a reasonable period of time after the receipt of such written request by the City.

(b) Other Reporting to Authority. (i) The City shall provide notice to the Authority promptly upon occurrence of any of the following: (a) any default on any bonded obligation, (ii) Material Litigation related to the CFD, (iii) material governmental proceedings related to the CFD, and (iv) any material adverse effect on the ability of the City to collect the Special Taxes.

At Authority's request, the City shall provide such additional information related to the CFD that the Authority may from time to time reasonably request.

(c) Annual State Reports. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Note, and in each calendar year thereafter until the October 30 following the final maturity of the Note, the City shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required under Section 53359.5(c) of the Act. The annual reporting shall be made using such form or forms as may be prescribed by CDIAAC.

The reporting requirements of this Section 6.10(c) shall be amended from time to time, without action by the City or the Authority, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act that add to the reporting requirements of this Section 6.10(c).

(d) No Liability. None of the City and its officers, agents and employees or the Authority shall be liable for any inadvertent error in reporting the information required by this Section 6.10.

SECTION 6.11. *Authority Representations.* In connection with the Loan, the Authority hereby represents, warrants and agrees that:

(a) The Authority has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt loans and other loans similar in character to the Note, to be able to evaluate the risks and merits of the loan represented by the purchase of the Note.

(b) The Authority has been supplied with or has had access to information relating to the City, the CFD and the Special Taxes; has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City and the CFD and their credit standing so that, as

a sophisticated investor, the Authority has been able to make its decision to make the Loan as evidenced by the Note. The Authority understands that no financial information or statistical data in connection with this transaction was reviewed by Bond Counsel.

(c) The Authority acknowledges that Bond Counsel has not made any representation regarding the quality, creditworthiness or liquidity of the Note.

(d) The Authority hereby acknowledges that the Note (a) is not being registered under the Securities Act of 1933, as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, (b) will not be listed on any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) may not be readily marketable. The Authority agrees and acknowledges that the Note cannot be sold unless (i) it is subsequently registered under such acts or an exemption from such registration is available or (ii) any such subsequent purchaser delivers a letter addressed to the City containing the representations in this Section 6.11.

(e) The Authority is acquiring the Note for its own account and not with a view to dividing its participation with others or with a view to, or for resale in connection with, a "distribution" (as that term is used in Securities Act of 1933, as amended, and Rules and Regulations of the Securities and Exchange Commission promulgated thereunder) of all or any portion thereof provided, however, that the disposition of the Note shall at all times be and remain within the Authority's control. The Authority has no present intention of selling, negotiating or otherwise disposing of the Note or any participation therein.

(g) The Authority shall not assign or offer the Note, or any participation therein, for sale without complying with all applicable securities laws.

SECTION 6.12. *Counterparts*. This Loan Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City and the Authority have caused this Loan Agreement to be executed as of the date shown above.

CITY OF ROCKLIN

By _____
City Manager

ROCKLIN PUBLIC FINANCING AUTHORITY

By _____
Chief Financial Officer

EXHIBIT A**FORM OF NOTE**

\$_____

**CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 6 (SUNSET WEST-DRAINAGE)
2017 REFUNDING SPECIAL TAX NOTE**

INTEREST RATE: _____%

ISSUE DATE: _____, 2017

PRINCIPAL PAYMENT DATE: September 1 as shown in Appendix A hereto

REGISTERED OWNER: ROCKLIN PUBLIC FINANCING AUTHORITY

PRINCIPAL AMOUNT: _____ MILLION _____ HUNDRED THOUSAND AND
00/00 DOLLARS

The City of Rocklin (the "City") for and on behalf of the City's Community Facilities District No. 6 (Sunset West-Drainage) (the "CFD"), for value received, hereby promises to pay solely from the Special Taxes (as hereinafter defined) to be collected in the CFD or amounts in certain funds and accounts held under the Loan Agreement (as hereinafter defined), to the registered owner named above, or registered assigns (the "Owner"), on the principal payment dates set forth in Appendix A hereto, unless prepaid prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Issue Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for. Interest on the unpaid principal balance of this Note shall be payable semiannually on each March 1 and September 1, commencing September 1, 2017 (each, an "Interest Payment Date"), at the interest rate set forth above, unless as otherwise provided in the Loan Agreement until the principal amount hereof is paid in full or provision for such payment has been made; *provided, however*, that if at the time of authentication of this Note, interest is in default on this Note, this Note shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. Upon the occurrence and continuation of an Event of Default, as defined in the Loan Agreement, this Note shall, if elected by the Authority, bear interest at a rate per annum equal to 5.20% (subject to the limitations of Section 53321(d) of the Act).

This Note evidences the obligations of the City under a Loan Agreement dated as of July 1, 2017 (the "Loan Agreement"), by and between the City and the Rocklin Public Financing Authority, as lender (the "Authority"), under which the Authority has made a loan (the "Loan") to the City, on behalf of the CFD, for the purpose of refinancing outstanding bonds of the City relating to the CFD. The City is authorized to enter into the Loan Agreement and to issue this Note in the aggregate principal amount of \$_____ under a resolution adopted by the City Council of the City on July 25, 2017 (the "Resolution"), and under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311, *et seq.*, of the California

Government Code (the "Act"). Reference is made to the Loan Agreement for the complete provisions thereof, and by acceptance hereof the registered owner of this Note assents to said terms and conditions. The Loan Agreement is authorized under, this Note is issued under and both are to be construed in accordance with, the Act and other laws of the State of California. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Loan Agreement.

Pursuant to the Act, the Resolution and the Loan Agreement, the principal of and interest on this Note are payable solely from the annual special tax authorized under the Act to be collected within the CFD (the "Special Taxes") and certain funds held under the Loan Agreement. Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has voluntarily been made by the City, as may be permitted by law. This Note does not constitute an obligation of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Loan Agreement) or the State of California or any political subdivision thereof is pledged to the payment of this Note.

The Loan may be prepaid, at the option of the City, from any source of funds on any date on at the same time, on the same terms and as required to facilitate payments on the Authority Loan.

The Loan shall be subject to mandatory redemption on any Interest Payment Date solely from amounts received by the City representing the prepayment of Special Taxes from the property owners within the CFD at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment.

Notwithstanding the foregoing, with the redemption price may include a premium if necessary, based on the certificate of an Independent Financial Consultant, to redeem the corresponding portion of the Authority Loan (as defined in the Loan Agreement). The City will not be authorized to redeem Bonds prior to maturity unless it has provided the Authority with a certificate of an Independent Financial Consultant (as defined in the Loan Agreement) to the effect that the proposed redemption, assuming a corresponding redemption of the Authority Loan, and assuming continuing payment of Special Taxes by property owners not then in default (and non-payment of property owners then in default), will not adversely impact the availability of Revenues (as defined in the Authority Loan Agreement) in an amount sufficient to pay debt service on the Authority Loan, as scheduled. In the event the Independent Financial Consultant is unable to provide such certificate, the redemption premium will be the amount that will be sufficient to enable the Independent Financial Consultant to deliver the required certificate.

As provided in the Loan Agreement, the City is required to give the Owner written notice of its intention to prepay this Note not less than fifteen (15) days prior to the prepayment date and to specify the principal amount to be prepaid. In the event this Note is prepaid in part but not in whole, the principal amount to be prepaid shall be allocated among the respective principal payment dates on a pro rata basis or as required to facilitate payments on the Authority Loan.

This Note shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Note shall be entered by the City in

books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

The Loan Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of this Note is not subject to acceleration upon a default under the Loan Agreement or any other document.

This Note shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the City.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City of Rocklin, on behalf of the CFD, has caused this Note to be dated the Issue Date shown first above, to be signed by the manual signature of its Mayor and countersigned by the manual signature of the City Clerk with the seal of the City imprinted hereon.

[S E A L]

City Clerk

Mayor

APPENDIX A

ESTIMATED SCHEDULE OF LOAN PAYMENTS

Principal of this Note shall be payable in installments on the dates, and in the amounts, as set forth in the following schedule:

Period Ending	Principal*	Coupon	Interest*	Debt Service
9/1/17				
3/1/18				
9/1/18				
3/1/19				
9/1/19				
3/1/20				
9/1/20				
3/1/21				
9/1/21				
3/1/22				
9/1/22				
3/1/23				
9/1/23				
3/1/24				
9/1/24				
3/1/25				
9/1/25				

* Interest is only listed as a calculation and should not be relied upon for payment. Principal payment amounts are subject to adjustments as provided in the Loan Agreement.



BACK TO AGENDA

RESOLUTION NO. 2017- PFA

RESOLUTION OF THE
ROCKLIN PUBLIC FINANCING AUTHORITY
AUTHORIZING THE BORROWING OF FUNDS TO FACILITATE REFUNDING
BY THE CITY OF ROCKLIN,
ON BEHALF OF CERTAIN COMMUNITY FACILITIES DISTRICTS,
OF SPECIAL TAX BONDS AND REFUNDING OF THE AUTHORITY'S OUTSTANDING
2003 SENIOR AND SUBORDINATE REFUNDING LOCAL AGENCY REVENUE BONDS, AND
APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and is authorized under Article 4 thereof to provide financing or refinancing for public capital improvements of its members, including the City of Rocklin (the "City");

WHEREAS, the City has conducted proceedings under and pursuant to the Mello-Roos Community Facility Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code (the "Act"), to form Community Facilities District No. 6 (Sunset West-Drainage) ("CFD 6"), Community Facilities District No. 8 (Sunset West-Park Drive) ("CFD 8") and Community Facilities District No. 9 (Sunset West-Blue Oaks) ("CFD 9" and collectively, the "CFDs"), and, on behalf of the CFDs, the City has previously authorized the levy of special taxes upon the land within each respective CFD, and has issued bonds for each respective CFD, as described below, secured by such special taxes the proceeds of which were used to finance certain public facilities, all as described in those proceedings; and

WHEREAS, under the provisions of the Act, on behalf of the CFDs, the City has issued bonds for each respective CFD as follows: \$2,240,000 City of Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Special Tax Bonds, Series 1999 (the "CFD 6 Bonds"); \$5,780,000 City of Rocklin Community Facilities District No. 8 (Sunset West-Park Drive) Special Tax Bonds, Series 1999 (the "CFD 8 Bonds"); and \$6,890,000 City of Rocklin Community Facilities District No. 9 (Sunset West-Blue Oaks) Special Tax Bonds, Series 1999 (the "CFD 9 Bonds" and together, the "(the "Prior CFD Bonds"); and

WHEREAS, the Authority in 2004 issued its 2003 Senior Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$12,575,000 and its 2003 Subordinate Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$1,455,000 (collectively, the "2003 Bonds") for the purpose of refunding bonds issued by the Authority in 1999 to provide funds to acquire the Prior CFD Bonds;

WHEREAS, the City has determined that it is in the best financial interests of the City to refinance all or a portion of the Prior CFD Bonds; and to that end, the City desires to borrow funds from the Authority for the purpose of providing funds to refund the Prior CFD Bonds, and to issue a promissory note for each CFD (the "2017 CFD Loans") under the Act, each which evidences an obligation of such respective CFD payable from the respective CFD special taxes;

WHEREAS, In order to achieve interest savings on terms which are advantageous to the Authority and the City, the Authority has determined to borrow funds (the "Loan") from Opus

Bank (the "Lender") as provided in the Loan Agreement, dated as of July 1, 2017, by and between the Authority and the Lender in substantially the form attached hereto as Exhibit A and by this reference incorporated herein (the "Loan Agreement") for the purpose of purchasing the 2017 CFD Loans to provide the City with money to refund the Prior CFD Bonds and thereby providing the money needed for the refunding and defeasing the 2003 Bonds on September 1, 2017, the date of redemption prior to maturity

WHEREAS, the Authority is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Refunding Law"), to enter into the Loan Agreement for the purpose of refunding the 2003 Bonds;

WHEREAS, the Loan is to be secured by a pledge of and first lien on the revenues to be derived from the 2017 CFD Loans which revenues are calculated to be sufficient in time and amount to pay the principal of and interest on the Loan when due and payable;

WHEREAS, the Board of Directors of the Authority wishes at this time to authorize the execution and delivery of the Loan Agreement for the foregoing purposes, and to approve related documents and actions;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rocklin Public Financing Authority as follows:

Section 1. Authorization of Loan. The Board of Directors of the Authority approves the loan of moneys to the City and the refinancing of the 2003 Bonds. To that end, the Board of Directors hereby authorizes the borrowing of funds from the Lender pursuant to the Refunding Law in the principal amount of not to exceed \$_____, for the purpose of loaning money to the City sufficient to refund the Prior CFD Bonds, and in turn facilitating the refunding and defeasance the 2003 Bonds prior to maturity. The Loan shall be made under the Loan Agreement between the Authority and the Lender in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Chairperson, the Chief Financial Officer or the Executive Director (each an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions. Each Authorized Officer, acting alone, is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest, the final form of the Loan Agreement.

Section 2. Refunding of the 2003 Bonds. The Board of Directors hereby approves the refunding of the 2003 Bonds by the redemption on September 1, 2017, pursuant to the Escrow Agreement which is hereby approved in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by an Authorized Officer, and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions. Each Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest (if required), the final form of the Escrow Agreement.

Section 3. Official Actions. The Authorized Officers, the Secretary, the General Counsel and all other officers of the Authority are each authorized and directed in the name and on behalf of the Authority, individually or together, to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate

any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED by the Board of Directors of the Rocklin Public Financing Authority at a regular meeting thereof this 25th day of July, 2017, by the following vote:

AYES: Agency Members:

NOES: Agency Members:

ABSENT: Agency Members:

ABSTAIN: Agency Members:

ROCKLIN PUBLIC FINANCING
AUTHORITY

By: _____
Scott Yuill, Chairperson

ATTEST:

Barbara Ivanusich, Secretary

2017 SPECIAL TAX REVENUE REFUNDING LOAN AGREEMENT

Dated as of July 1, 2017

between the

ROCKLIN PUBLIC FINANCING AUTHORITY

and

OPUS BANK
as Lender

TABLE OF CONTENTS

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2017 SPECIAL TAX REVENUE REFUNDING LOAN AGREEMENT

This 2017 SPECIAL TAX REVENUE REFUNDING LOAN AGREEMENT, (this "Loan Agreement"), dated for convenience as of July 1, 2017, is between OPUS BANK, a California commercial bank and its successors and assigns, as lender (the "Lender"), and the ROCKLIN PUBLIC FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority").

B A C K G R O U N D :

1 The Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and is authorized under Article 4 thereof (the "Bond Law") to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing or refinancing for public capital improvements of its members, including the City of Rocklin (the "City").

2. The City has conducted proceedings under and pursuant to the Mello-Roos Community Facility Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code (the "Act"), to form Community Facilities District No. 6 (Sunset West-Drainage) ("CFD 6"), Community Facilities District No. 8 (Sunset West-Park Drive) ("CFD 8") and Community Facilities District No. 9 (Sunset West-Blue Oaks) ("CFD 9" and collectively, the "CFDs"), and, on behalf of the CFDs, the City has previously authorized the levy of special taxes upon the land within each respective CFD, and has issued bonds for each respective CFD, as described below, secured by such special taxes the proceeds of which were used to finance certain public facilities, all as described in those proceedings; and.

3. The Authority issued its Rocklin Public Financing Authority 2003 Senior Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$12,575,000 and its 2003 Subordinate Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$1,455,000 (collectively, the "2003 Bonds") to refund bonds issued in 1999 for the purpose of providing funds to acquire the Prior CFD Bonds (as defined herein).

4. In order to achieve interest savings on terms which are advantageous to the Authority and the City, the Authority has determined to borrow funds from the Lender (the "Loan"), as authorized by the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code and as provided in this Loan Agreement for the purpose of purchasing refunding loan obligations of the City (the "2017 CFD Notes," as defined herein) to provide the City with money to refund the bonds of the CFDs and thereby providing the money needed for the refunding and defeasing the 2003 Bonds on September 1, 2017, the date of redemption prior to maturity.

5. The Loan is to be secured by a pledge of and first lien on the revenues to be derived from the 2017 CFD Notes which revenues are calculated to be sufficient in time and amount to pay the principal of and interest on the Loan when due and payable.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the Lender and the Authority formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND APPENDICES

SECTION 1.1. *Definitions.* All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Loan Agreement.

“Authority” means the Rocklin Public Financing Authority, a joint powers authority formed under the laws of the State of California.

“Authorized Officer” means the Chairperson, the Chief Financial Officer or the Executive Director of the Authority, or any other officer of the Authority having similar duties of those positions.

“Authorizing Resolution” means the Resolution adopted by the governing board of the Authority on July 25, 2017, authorizing the execution and delivery of this Loan Agreement.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“City” means the City of Rocklin, California.

“Closing Date” means the date of execution and delivery of this Loan Agreement by the parties hereto, being _____, 2017.

“CFDs” means collectively, Community Facilities District No. 6 (Sunset West-Drainage) (“CFD 6”), Community Facilities District No. 8 (Sunset West-Park Drive) (“CFD 8”) and Community Facilities District No. 9 (Sunset West-Blue Oaks) (“CFD 9”).

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the Authority and the City and related to the authorization, sale, delivery and issuance of the 2017 CFD Notes, the Loan and the refunding of the 2003 Bonds and Prior CFD Bonds, which items of expense shall include, but not be limited to: the costs of preparing this Loan Agreement and documents related to the 2017 CFD Notes; printing

costs; costs of reproducing and binding documents; closing costs; appraisal costs; filing and recording fees; fees and expenses of counsel to the Authority and the City; fees and charges of the Escrow Bank, including its legal fees and charges, including the allocated costs of in-house attorneys; fees and expenses of the Authority and the City, including Authority, Lender and the City legal counsel; CDIAAC fees; expenses incurred by the Authority and the City in connection with the issuance of the 2017 CFD Notes; fees and charges for professional services, including Bond Counsel and verification agent; and other costs, charges and fees in connection with the foregoing.

“Default Rate” means, as of any date, a rate of interest equal to the interest rate then borne by the Loan, plus 3%.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

- (i) on that date when the Authority or the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;
- (ii) on the date when the Lender notifies the Authority or the City that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the Authority or the City of such notification and copy of such opinion from the Lender, the Authority or the City shall deliver to the Lender a ruling or determination letter issued to or on behalf of the Authority or the City by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;
- (iii) on the date when the Authority or the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or
- (iv) on that date when the Authority or the City shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on the Loan as includable in the gross income of an owner or former owner of the Loan due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the Authority or the City has been afforded the opportunity, at its expense, to contest any such assessment,

and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Lender, the Authority or the City shall reimburse an owner or former owner of the Loan for any payments, including any taxes, interest, penalties or other charges, such owner or former owner of the Loan shall be obligated to make as a result of the Determination of Taxability.

“Escrow Bank” means MUFG Union Bank, N.A., as escrow bank under the 2003 Bonds Escrow Agreement.

“Event of Default” means any of the events of default as defined in Section 5.1.

“Event of Taxability” means a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority or the City, or the failure to take any action by the Authority or the City, or the making by the Authority or the City of any misrepresentation in this Loan Agreement or the certificate regarding federal arbitrage which has been executed and delivered by the Authority or the City in connection with the closing of the Loan or the 2017 CFD Notes) which has the effect of causing interest paid or payable on the Loan or the 2017 CFD Notes to be includable, in whole or in part, in the gross income of the holder of the Loan or the 2017 CFD Notes for federal income tax purposes.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Year” means each twelve-month period during the Term of this Loan Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the Authority as its fiscal year period.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Lender” means Opus Bank, a California commercial bank and its successors and assigns.

“Loan” means the loan made by the Lender to the Authority under Section 3.1.

“Loan Agreement” means this Loan Agreement, dated as of July 1, 2017, between the Lender and the Authority, as amended hereafter.

“Loan Repayment Date” means March 1 and September 1 in each year, commencing September 1, 2017, and continuing to and including the date on which the Loan Repayments are paid in full.

“Loan Repayments” means all payments required to be paid by the Authority under Section 3.4, including any prepayment thereof under Sections 6.1 or 6.2.

“Prepaid Special Taxes” means any amounts received by the Authority representing a redemption of the 2017 CFD Notes from prepayments of the special taxes levied in any of the CFDs, consisting of the principal amount of the 2017 CFD Notes being redeemed and the premium, if any, paid upon such redemption.

“Prior CFD Bonds” means, collectively, the \$2,240,000 City of Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Special Tax Bonds, Series 1999 (the “CFD 6 Bonds”); \$5,780,000 City of Rocklin Community Facilities District No. 8 (Sunset West-Park Drive) Special Tax Bonds, Series 1999 (the “CFD 8 Bonds”); and \$6,890,000 City of Rocklin Community Facilities District No. 9 (Sunset West-Blue Oaks) Special Tax Bonds, Series 1999 (the “CFD 9 Bonds”).

“Qualified Institutional Buyer” means an buyer within the meaning set forth in Rule 144A(a)(1) under the Securities Act of 1933, as amended.

“Reserve Fund” means the fund by that name established and held by the Lender pursuant to Section 3.8.

“Reserve Requirement” means the amount of \$_____.

“Revenue Fund” means the fund established and held by the Authority pursuant to Section 3.6.

“Revenues” means (a) all amounts derived from or with respect to the 2017 CFD Notes, including but not limited to all Prepaid Special Taxes and all other payments of principal thereof and interest thereon, and (b) investment income with respect to any moneys held in the funds and accounts established hereunder.

“2003 Bonds” means Rocklin Public Financing Authority 2003 Senior Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$12,575,000 and 2003 Subordinate Refunding Local Agency Revenue Bonds, in the aggregate principal amount of \$1,455,000.

“2003 Bonds Escrow Agreement” means the Escrow Agreement, dated as of July 1, 2017, by and between the Authority and MUFG Union Bank, N.A., as escrow bank, providing for the refunding and defeasance of the 2003 Bonds.

“2017 CFD Notes” means the loans made by Authority to the City on the Closing Date for the purpose of refunding the Prior CFD Bonds.

“Taxable Date” means the date as of which interest on the Loan is first includable in gross income of the owner of the Loan (including, without limitation, any previous owner of the Loan) as a result of an Event of Taxability as such date is established pursuant to either (i) the Determination of Taxability, or (ii) an opinion of Bond Counsel.

“Taxable Period” means the period for which interest on the Loan is includable in the gross income of the owner thereof, commencing on the Taxable Date.

“Taxable Rate” means the annual interest rate of 3.70%.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Term of this Loan Agreement” or “Term” means the time during which this Loan Agreement is in effect, as provided in Section 3.3.

SECTION 1.2. *Appendix.* The following Appendices are attached to, and by reference made a part of, this Loan Agreement:

APPENDIX A: The schedule of Loan Repayments to be paid by the Authority hereunder, showing the date and amount of each Loan Repayment.

APPENDIX B: The form of Investor Letter.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. *Representations, Covenants and Warranties of the Authority.* The Authority represents, covenants and warrants to the Lender as follows:

- (a) Due Organization and Existence. The Authority is a joint powers authority and political subdivision of the State of California, duly organized and existing under the laws of the State of California.
- (b) Authorization. The laws of the State of California authorize the Authority to enter into this Loan Agreement and the 2003 Bonds Escrow Agreement, to enter into the transactions contemplated hereby and thereby and to carry out its obligations hereunder and thereunder, and the Board of Directors of the Authority has duly authorized the execution and delivery of this Loan Agreement and the 2003 Bonds Escrow Agreement.
- (c) No Violations. Neither the execution and delivery of this Loan Agreement or the 2003 Bonds Escrow Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to

which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the Authority, other than as set forth herein.

- (d) Prior Indebtedness. The Authority has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Revenues over the payment of the Loan Repayments as provided herein.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority or of the voters of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Loan Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Loan Agreement or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the financial conditions, assets, properties or operations of the Authority or the ability of the Authority to make the Loan Repayments.
- (g) No Default. The Authority is not in default under the terms of any agreement or instrument to which the Authority is a party or by which the Authority is bound.
- (h) Information. All information, reports and other papers and data furnished by the Authority to the Lender were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Lender a true and accurate knowledge of the subject matter and were provided in expectation of the Lender's reliance thereon in entering into the transactions contemplated by this Loan Agreement. No fact is known to the Authority which has had or, so far as the Authority can now reasonably foresee, may in the future have a Material Adverse

Effect, which has not been set forth in the financial statements previously furnished to the Lender or in other such information, reports, papers and data or otherwise disclosed to the Lender prior to the Closing Date. Any financial, budget and other projections furnished to the Lender by the Authority or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Authority's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Lender in connection with the negotiation, preparation or execution of this Loan Agreement contains any untrue statement of a material fact or omits to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

SECTION 2.2. *Representations, Covenants and Warranties of Lender.*

The Lender represents, covenants and warrants to the Authority as follows:

- (a) Due Organization and Existence. The Lender is a California commercial bank duly organized and existing under the laws of the State of California; has power to enter into this Loan Agreement; is possessed of full power to make the Loan as provided herein.
- (b) No Encumbrances. The Lender will not pledge or assign the Loan Repayments or its other rights under this Loan Agreement, except as provided under the terms of this Loan Agreement.
- (c) No Violations. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lender.
- (d) Reserve Fund. The establishment of the Reserve Fund in the amount of the Reserve Requirement as provided in Section 3.8 was vital to the lending decision and reasonably required to assure repayment of the Loan.

ARTICLE III

TERMS OF LOAN

SECTION 3.1. *Obligation to Make Loan; Amount of Loan.* The Lender hereby agrees to lend to the Authority, and the Authority hereby agrees to borrow from the Lender, the amount of \$_____, being the initial principal amount of the Loan, under the terms and provisions set forth in this Loan Agreement. The Loan shall be made by the Lender to the Authority in immediately available funds on the Closing Date.

SECTION 3.2. *Application of Loan Proceeds.* The Authority shall cause to be transferred on the Closing Date, proceeds of the Loan in the amount of \$_____ as follows:

(a) the amount of \$_____ to a separate account at Lender's bank for the establishment as and deposit in the Reserve Fund as provided in Section 3.8

(b) the amount of \$_____ to the Escrow Bank.

(c) the amount of \$_____ to the City for payment of Costs of Issuance.

SECTION 3.3. *Term.* The Term of this Loan Agreement commences on the Closing Date, and ends on the date on which the Loan is paid in full or provision for such payment is made as provided herein.

SECTION 3.4. *Loan Repayments.*

(a) Obligation to Pay. The Authority hereby agrees to repay the Loan in the aggregate principal amount of \$_____, together with interest (calculated at the rate of 2.20% per annum on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, payable in semiannual Loan Repayments in the respective amounts and on the respective Loan Repayment Dates specified in Appendix A.

The Authority shall pay all Loan Repayments when due directly to the Lender, in such manner and place as the Lender shall designate.

(b) Effect of Prepayment. If the Authority prepays the Loan Repayments in full under Article VI, the Authority's obligations under this Loan Agreement shall thereupon cease and terminate, including but not limited to the Authority's obligation to pay Loan Repayments under this Section 3.4; subject however, to the provisions of Section 6.3 in the case of prepayment by application of a security deposit. If the Authority prepays the Loan in part but not in whole under Sections 6.1 or 6.2, the remaining Loan Repayments shall be reduced on a pro rata basis.

(c) Rate on Overdue Payments. If the Authority fails to make any of the payments required in this Section 3.4, the payment in default shall continue as an

obligation of the Authority until the amount in default has been fully paid, and the Authority agrees to pay the same with interest thereon, to the extent permitted by law, from the Loan Repayment Date to the applicable date of payment at the Default Rate.

(d) Gross Up of Interest Rate Upon Determination of Taxability. In the event a Determination of Taxability occurs, the Authority shall pay to the Lender interest on the Loan amount outstanding during the Taxable Period at the Taxable Rate.

SECTION 3.5. *Loan Closing.*

(a) On the Closing Date at such time as shall be agreed upon by the Lender and the Authority, the Lender and the Authority shall execute and deliver this Loan Agreement and the Lender and the Authority, as applicable, shall execute and deliver the documents described in subsection (b) at the offices of Jones Hall, A Professional Law Corporation ("Bond Counsel"), San Francisco, California, or such other location as may be mutually agreed upon by the Lender and the Authority. The simultaneous delivery of such documents and funding of the Loan as provided in Section 3.01, is referred to herein as the "Loan Closing."

(b) At the Loan Closing, the Lender shall receive the following, in form and substance satisfactory to the Lender:

(i) The unqualified approving opinion of Bond Counsel relating to the enforceability and validity of this Loan Agreement and the 2003 Bonds Escrow Agreement, dated the Closing Date and addressed to the Authority and the Lender;

(ii) The supplemental opinion of Bond Counsel that this Loan Agreement is not subject to the registration requirements of the Securities Act of 1933 and is exempt from qualification under the Trust Indenture Act of 1939, dated the Closing Date and addressed to the Authority and the Lender;

(iii) The opinion of the City Attorney, as counsel to the Authority, dated the Closing Date and addressed to the Lender to the effect that:

(1) The Authority is a joint powers authority duly organized and validly existing under the laws of the State of California;

(2) The Authorizing Resolution was duly adopted at a regular meeting of the Board of Directors of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and has not been modified, rescinded or amended;

(3) There is no action, suit, proceeding or investigation, at law or in equity, before or by any court, public board or body pending or, to the best of my knowledge after reasonable investigation, threatened against or affecting the Authority which would materially and adversely impact the Authority's (1) financial condition, (2) ability to perform its obligations under this Loan Agreement and (3) ability to complete the transactions described in and contemplated by this Loan Agreement or in

any way contesting or affecting the validity of this Loan Agreement or which would have a material adverse effect on the security for the Loan Repayments or the ability of the Authority to make the Loan Repayments;

(4) The execution and delivery of this Loan Agreement, the adoption of the Authorizing Resolution, and compliance by the Authority with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject; and

(5) No authorization, approval, consent or other order of the State of California or any other governmental agency within the State of California, other than the Board of Directors of the Authority, is required for the valid authorization, execution and delivery by the Authority of this Loan Agreement.

(iv) The opinion of the City Attorney, as counsel to the City, dated the Closing Date and addressed to the Lender to the effect that:

(1) The City is a municipal corporation duly organized and existing under the laws of the State of California;

(2) The resolution authorizing the City to execute and delivery the 2017 CFD Notes was duly adopted at a regular meeting of the City Council of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and has not been modified, rescinded or amended;

(3) There is no action, suit, proceeding or investigation, at law or in equity, before or by any court, public board or body pending or, to the best of my knowledge after reasonable investigation, threatened against or affecting the City which would materially and adversely impact the City's (1) financial condition, (2) ability to perform its obligations under the 2017 CFD Notes, including repayment thereof, and (3) ability to complete the transactions described in and contemplated by the 2017 CFD Notes or in any way contesting or affecting the validity of the 2017 CFD Notes or which would have a material adverse effect on the security for the 2017 CFD Notes or the ability of the City to repay the 2017 CFD Notes;

(4) The execution and delivery of the 2017 CFD Notes, the adoption of the resolution authorizing the execution and delivery of the 2017 CFD Notes, and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject; and

(5) No authorization, approval, consent or other order of the State of California or any other governmental agency within the State of California, other than the City Council of the City, is required for the valid authorization, execution and delivery by the City of the 2017 CFD Notes.

(v) A certificate, dated the Closing Date, signed on behalf of the Authority by an Authorized Officer of the Authority, to the effect that (A) the representations of the Authority set forth in this Loan Agreement are true and correct in all material respects as of the Closing Date and (B) the Authority has complied with all agreements and satisfied all of the conditions on its part to be performed or satisfied on or prior to the Closing Date;

(vi) A true, correct and complete copy of the Authorizing Resolution, certified on the Closing Date by the Authority Secretary;

(vii) Signature and incumbency certificate, dated the Closing Date, of the signatories of the Authority executing this Loan Agreement and the 2003 Bonds Escrow Agreement;

(viii) A true, correct and complete fully executed original of this Loan Agreement and the 2003 Bonds Escrow Agreement;

(ix) Such additional legal opinions, certificates, instruments and other documents as the Lender may reasonably require for it to confirm the Authority's compliance with this Loan Agreement.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Loan Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Lender, and the Lender shall have the right to waive any condition set forth in this Section.

SECTION 3.6. *Nature of Authority's Obligations.*

(a) Special Obligation. The Authority's obligation to pay the Loan Repayments is a special obligation of the Authority limited solely to the Revenues and from amounts on deposit in the Revenue Fund. Under no circumstances is the Authority required to advance moneys derived from any source of income other than the Revenues and amounts on deposit in the Revenue Fund, and no other funds or property of the Authority are liable for the payment of the Loan Repayments. Notwithstanding the foregoing provisions of this Section, however, nothing herein prohibits the Authority voluntarily from making any payment hereunder from any source of available funds of the Authority.

(b) Obligations Absolute. The obligations of the Authority to pay the Loan Repayments from the Revenues and other sources identified herein, and to perform and observe the other agreements contained herein, are absolute and unconditional and are not subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the Authority or the Lender of any obligation to the Authority, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the

Authority by the Lender. Until such time as all of the Loan Repayments have been fully paid or prepaid, the Authority:

- (i) will not suspend or discontinue payment of any Loan Repayments,
- (ii) will perform and observe all other agreements contained in this Loan Agreement, and
- (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

(c) Protection of Rights. If the Lender fails to perform any such agreements on its part, the Authority may institute such action against the Lender as the Authority deems necessary to compel performance so long as such action does not abrogate the obligations of the Authority contained in the preceding subsection (b). The Authority may, however, at the Authority's own cost and expense and in the Authority's own name or in the name of the Lender prosecute or defend any action or proceeding or take any other action involving third persons which the Authority deems reasonably necessary in order to secure or protect the Authority's rights hereunder, and in such event the Lender will cooperate fully with the Authority and take such action necessary to effect the substitution of the Authority for the Lender in such action or proceeding if the Authority shall so request.

SECTION 3.7. *Pledge and Application of Revenues.*

(a) Pledge. All of the Revenues and amounts on deposit in the Revenue Fund are hereby irrevocably pledged to the punctual payment of the Loan Repayments. The Revenues and amounts on deposit in the Revenue Fund may not be used for any other purpose so long as any of the Loan Repayments remain unpaid; except that out of the Revenues and amounts on deposit in the Revenue Fund there may be apportioned such sums, for such purposes, as are expressly permitted by this Section 3.7. Such pledge constitutes a first and exclusive lien on and security interest in the Revenues and amounts on deposit in the Revenue Fund for the payment of the Loan Repayments in accordance with the terms hereof.

(b) Deposit of Revenues; Transfers to Make Loan Repayments. The Authority will establish a fund for the receipt and deposit of the Revenues, to be designated the "Revenue Fund", which the Authority agrees to continue to hold and maintain for the purposes and uses set forth herein. The Authority shall deposit all Revenues in the Revenue Fund promptly upon the receipt thereof. All Revenues will be held by the Authority in trust for the benefit of the Lender. The Authority shall withdraw from the Revenue Fund and transfer to the Lender an amount of Revenues equal to the

aggregate amount of the Loan Repayment when and as the same become due and payable.

(c) Other Uses Permitted. The Authority shall manage, conserve and apply the Revenues in such a manner that all deposits required to be made under the preceding paragraph will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing hereunder, the Authority shall apply all Revenues which are not required to pay principal of and interest on the Loan, at least annually, (A) the Authority shall credit such amounts to the payment of principal of and interest on the 2017 CFD Notes, and the corresponding reduction of the special taxes levied to pay such principal and interest, at least to the extent required pursuant to Section 6592.5 of the Bond Law; and/or (B) to pay the costs of "public capital improvements" of the City within the meaning of the Bond Law.

SECTION 3.8. *Reserve Fund.* The Authority shall establish a Reserve Fund by directing the deposit of proceeds of the Loan in the amount of the Reserve Requirement on the Closing Date into an account at Lender, in accordance with Section 3.2, which account the Authority shall maintain for the benefit of the Lender, separate and apart from all other funds and accounts of the Authority and the City (if any) and subject to the following terms and conditions:

(a) The Authority covenants and agrees to cause to be deposited into the Reserve Fund on the Closing Date from proceeds of the Loan an amount equal to the Reserve Requirement and, except as permitted by Section 4.03(b) below, so long as any Loan Repayments remain unpaid, to maintain the balance in the Reserve Fund in an amount at least equal to the Reserve Requirement. Except for transfers pursuant to subsection (b), below, the Reserve Requirement shall be held by Lender and subject to withdrawals by the City or the Authority in the Reserve Fund until the Loan Repayments are paid in full pursuant to the terms of this Loan Agreement.

(b) Moneys in the Reserve Fund shall be used and expended by the City or the Authority solely for the purpose of:

(1) making up deficiencies in the payment of Loan Repayments as provided below; or

(2) providing for the payment of final Loan Repayments as provided below.

(c) If on any Loan Repayment Date the amount paid by the Authority to the Lender shall be less than the amount required to pay the full amount of the Loan Repayment due on said Loan Repayment Date, the City or the Authority shall withdraw from the Reserve Fund the amount necessary to make good the deficiency.

(d) Amounts in the Reserve Fund, if any, that cause the balance therein to exceed the Reserve Requirement shall be applied by the City or the Authority toward the payment of the next occurring Loan Repayment.

(e) Moneys in the Reserve Fund may be applied in payment or prepayment of the final Loan Repayments, in which event the City or the Authority shall apply the balance then on hand in the Reserve Fund as a credit against said final Loan Repayments.

(f) The City shall invest moneys on deposit in the Reserve Fund in an interest bearing account at Lender. Interest on the Reserve Fund shall become part of the Reserve Fund.

ARTICLE IV

COVENANTS OF THE AUTHORITY

SECTION 4.1. *Release and Indemnification Covenants.* The Authority shall indemnify the Lender and its officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the Authority in the performance of any of its obligations under this Loan Agreement or the 2003 Bonds Escrow Agreement. No indemnification is made under this Section 4.1 or elsewhere in this Loan Agreement for willful misconduct, gross negligence, or breach of duty under this Loan Agreement by the Lender, its officers, agents, employees, successors or assigns.

SECTION 4.2. *Records and Accounts.* The Authority shall keep proper books of records and accounts of the Revenues and the 2017 CFD Notes, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Revenues and the 2017 CFD Notes. Said books shall, upon prior request, be subject to the reasonable inspection of the Lender. The Authority shall cause its books and accounts to be audited annually by an independent certified public accountant or firm of certified public accountants, not more than 270 days after the close of each Fiscal Year, and shall furnish a copy of such report to the Lender.

The Authority or the City shall cause to be prepared annually, not more than 270 days after the close of each Fiscal Year, a report that includes for each CFD: number of parcels, assessed value, special tax amount, and maximum tax amount, each broken down by the CFDs; principal property owners information; delinquency summary; delinquencies by principal property owners; judicial foreclosures; status of development; and reporting of significant events in a format similar to that of the continuing disclosure that was being prepared prior to the refinancing of the Prior CFD Bonds. The Authority shall furnish a copy of the statement to the Lender concurrently with the audit report.

SECTION 4.3. *No Additional Obligations.* The Authority may not issue or incur any bonds or other obligations which are payable from the Revenues.

SECTION 4.4. *Covenants With Respect to 2017 CFD Notes.*

(a) Ownership of 2017 CFD Notes. The ownership of the 2017 CFD Notes is and shall continue to be registered in the name of the Authority until the Loan is paid in full.

(b) Collection of Revenues. The Authority shall collect and cause to be paid to it all Revenues promptly as such Revenues become due and payable, and shall enforce all of its rights as registered owner of the 2017 CFD Notes.

(c) Amendment of 2017 CFD Notes. The Authority and the City may only make any amendments or modifications of the 2017 CFD Notes with the prior written consent of the Lender.

(d) Notification of CFD Bond Default. Upon receiving actual knowledge of either (i) the failure by the City to pay when due any installment of principal of or interest or premium (if any) on the 2017 CFD Notes from the sources identified therein, or (ii) the occurrence of any other event of default with respect to the 2017 CFD Notes, the Authority shall promptly notify the Lender of such failure or event of default by telephone, fax or other form of telecommunication, promptly confirmed in writing. Such notice shall identify the nature of the default and the actions which the Authority has taken and intends to take with respect thereto.

(e) Exercise of Remedies With Respect to 2017 CFD Notes. Upon the occurrence of an event of default with respect to the 2017 CFD Notes, the Authority may, and if requested in writing by the Lender the Authority shall, exercise any and all remedies granted to the Authority with respect to the 2017 CFD Notes as the registered owner of the 2017 CFD Notes.

SECTION 4.5. *Assignment by the Lender.* The Lender has the right to assign any or all of its interests herein, but no such assignment will be effective as against the Authority unless and until the Lender files written notice thereof with the Authority, and provided that any transfers or assignments shall be in denominations of no less than \$100,000 and integral multiples of \$5,000 in excess of \$100,000 and may only be made to Qualified Institutional Buyer purchasers or Institutional Accredited Investors, and whom sign a letter satisfactory to the Authority. The Authority shall pay all Loan Repayments pursuant to the written direction of the Lender named in the most recent assignment or notice of assignment filed with the Authority, except that in the event of a transfer of less than the whole Loan (subject to the minimum above), subsequent to any transfers or assignments, payments will continue to be made to the Lender and it will be the responsibility of the Lender to track and make payments to subsequent transferees and to provide all notices to such subsequent transferees or assignees. During the Term of this Loan Agreement, the Authority will keep a complete and accurate record of all such notices of assignment.

SECTION 4.6. *Assignment by the Authority.* Neither the Loan nor this Loan Agreement may be assigned by the Authority.

SECTION 4.7. *Amendment of this Loan Agreement.* This Loan Agreement may be amended by the Authority and the Lender, but only with the prior written consent of the other party.

SECTION 4.8. *Tax Covenants.*

(a) Generally. The Authority may not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not

cured would cause, the interest components of the Loan Repayments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The Authority shall assure that the proceeds of the Loan are not so used as to cause the Loan to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The Authority may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Loan Repayments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The Authority may not take, or permit or suffer to be taken, any action with respect to the proceeds of the Loan Repayments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Loan Repayments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Exemption from Bank Nondeductibility Restriction. The Authority hereby designates this Loan Agreement as a “qualified tax-exempt obligation” for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Loan Agreement, has been or will be issued by the Authority, including all subordinate entities of the Authority, during the calendar year 2017.

(f) Arbitrage Rebate. The Authority shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Loan.

(g) Acquisition, Disposition and Valuation of Investments. Except as otherwise provided in the following sentence, the Authority covenants that all investments of amounts deposited in any fund or account created by or under this Loan Agreement, or otherwise containing gross proceeds of the Loan (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of section 148 of the Tax Code).

For purposes of this subsection (g), the term “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term

“Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Authority and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

SECTION 4.9. *Role of Lender.* The Authority acknowledges that (i) the Lender is acting solely for its own loan account and not as a fiduciary for the Authority or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, (ii) the Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the Authority with respect to this Loan Agreement, (iii) the Lender has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, if any, or the correctness of any legal interpretation made by counsel to any other party, if any, with respect to any such matters, and (iv) the Authority has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing effectuated through this Loan Agreement from its financial, legal and other advisors (and not from the Lender nor the Lender's legal counsel Nixon Peabody LLP) to the extent that the Authority desired to obtain such advice.

SECTION 4.10. *Reporting Requirements.* During the Term of this Loan Agreement, the Authority shall make the following filings with the Lender:

- (a) Event of Default. The Authority shall immediately notify the Lender by email, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Loan Agreement, together with a detailed statement by an Authority representative of the steps being taken by the Authority to cure the effect of such Event of Default.
- (b) Action, Suit or Proceeding. The Authority shall promptly notify the Lender in writing (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the Authority or the Revenues which involve claims equal to or in excess of \$500,000 or that seeks injunctive relief affecting the CFDs.
- (c) Material Litigation. The Authority shall promptly notify the Lender in writing of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could impact any of the Revenues.

- (d) Financial Statements. Financial Statements of the City, which shall be submitted to Lender within 30 days after publication.
- (e) Annual Budget. The annual fiscal year budget of the City, which shall be submitted to Lender within 30 days after adoption.
- (f) Additional Information. The Authority shall file with the Lender such additional information as the Lender may reasonably request in writing, within a reasonable period of time after the receipt of such written request by the Authority.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. *Events of Default Defined*. The following are Events of Default under this Loan Agreement:

- (a) Failure by the Authority to pay any Loan Repayment or other payment required hereunder on which such Loan Repayment or other payment becomes due.
- (b) Failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder including failure to provide financial information, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Authority by the Lender; *provided, however*, if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such 30 day period, the Lender may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Authority within such 30 day period and diligently pursued until the default is corrected.
- (c) The filing by the Authority or the City of a voluntary petition in bankruptcy, or failure by the Authority promptly to lift any execution, garnishment or attachment, or adjudication of the Authority or the City as a bankrupt, or assignment by the Authority for the benefit of creditors, or the entry by the Authority or the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Authority or the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

Upon the occurrence and continuance of an Event of Default, the Loan hereunder shall bear interest at the Default Rate.

SECTION 5.2. *Remedies on Default.* Upon the occurrence and during the continuation of an Event of Default, the Lender may, at its option and without any further demand or notice, take whatever action at law or in equity may appear necessary or desirable to collect the Loan Repayments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the Authority under this Loan Agreement.

The provisions of the preceding clause (a) are subject to the condition that if, at any time after the principal components of the unpaid Loan Repayments have been so declared due and payable under the preceding clause (a), and before any judgment or decree for the payment of the moneys due have been obtained or entered, the Authority deposits with the Lender a sum sufficient to pay all principal components of the Loan Repayments coming due prior to such declaration and all matured interest components (if any) of the Loan Repayments, with interest on such overdue principal and interest components calculated at the rate set forth in Section 3.4(c), and a sum sufficient to pay all reasonable costs and expenses incurred by the Lender in the exercise of its rights and remedies hereunder, and any and all other defaults known to the Lender (other than in the payment of the principal and interest components of the Loan Repayments due and payable solely by reason of such declaration) have been made good, then, and in every such case, the Lender may, by written notice to the Authority, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

SECTION 5.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Lender is exclusive, and every such remedy is cumulative and in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article V it is not necessary to give any notice, other than such notice as may be required in this Article V or by law.

SECTION 5.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Loan Agreement defaults under any of the provisions hereof and the nondefaulting party employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by the nondefaulting party.

SECTION 5.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Loan Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VI

PREPAYMENT OF LOAN

SECTION 6.1. *Optional Prepayment.* The Authority may, at its option prepay the unpaid principal components of the Loan on any Loan Repayment Date, in whole or in part among the remaining Loan Repayments on a pro rata basis, upon not less than 30 days' prior written notice to the Lender, at the following respective prepayment prices (expressed as percentages of the principal amount of the Loan to be prepaid), plus accrued interest thereon the date of prepayment:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2017 and March 1, 2018	105%
September 1, 2018 and March 1, 2019	105
September 1, 2019 and March 1, 2020	104
September 1, 2020 and March 1, 2021	104
September 1, 2021 and March 1, 2022	103
September 1, 2022 and March 1, 2023	103
September 1, 2023 and March 1, 2024	102
September 1, 2024 and March 1, 2025	101

Partial prepayments shall be applied to the latest end of the amortization schedule. Upon the prepayment of the Loan in part but not in whole, the Lender shall provide the Authority with a revised schedule of Loan Repayments reflecting level debt service over the remaining Term of this Loan Agreement.

SECTION 6.2. *Mandatory Prepayment From Prepaid Special Taxes.* The Authority shall prepay the unpaid principal balance of the Loan in whole on any Loan Repayment Date, from and to the extent the Authority receives any Prepaid Special Taxes, at a prepayment price equal to the principal amount of the Loan to be prepaid, plus accrued interest on the Loan to the prepayment date, without premium. Such prepayments shall be applied against the latest end of the amortization schedule.

SECTION 6.3. *Security Deposit.* Notwithstanding any other provision of this Loan Agreement, the Authority may on any date secure the payment of Loan Repayments in whole or in part, by irrevocably depositing with a fiduciary an amount of cash which, together with other available amounts, is either:

- (a) sufficient to pay all such Loan Repayments, including the principal and interest components thereof, when due under Section 3.4(a), or
- (b) invested in whole or in part in Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay or prepay all such Loan Repayments when due under Section 3.4(a), as the Authority instructs at the time of the deposit.

If the Authority posts a security deposit under this Section for the payment of all remaining Loan Repayments, then all obligations of the Authority under this Loan Agreement, and the pledge of Revenues and all other security provided by this Loan Agreement for said obligations, will cease and terminate, excepting only the obligation of the Authority to make, or cause to be made, all Loan Repayments from such security deposit. Said security deposit will constitute a special fund for the payment of such Loan Repayments in accordance with the provisions of this Loan Agreement.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. *Notices.* Any notice, request, complaint, demand or other communication under this Loan Agreement shall be given by first class mail, private delivery service, or personal delivery to the party entitled thereto at its address set forth below, or by email or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by email or other form of electronic telecommunication, (b) 48 hours after deposit in the United States of America first class mail or private delivery service, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Lender or the Authority may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority: Rocklin Public Financing Authority
3970 Rocklin Road
Rocklin, California 95677
Attention: Chief Financial Officer

If to the Lender: Opus Bank
131 W. Commonwealth Ave.
Fullerton, California 92832
Email: LoanServiceDepartment@opusbank.com
RE: Loan No. 530000006732

SECTION 7.2. *Binding Effect.* This Loan Agreement inures to the benefit of and is binding upon the Lender and the Authority and their respective successors and assigns.

SECTION 7.3. *Severability.* If any provision of this Loan Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 7.4. *Net-net-net Contract.* This Loan Agreement is a “net-net-net” contract, and the Authority hereby agrees that the Loan Repayments are an absolute net return to the Lender, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 7.5. *Further Assurances and Corrective Instruments.* The Lender and the Authority shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further

instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

SECTION 7.6. *Execution in Counterparts.* This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.7. *Applicable Law.* This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 7.8. *Captions.* The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

SECTION 7.9. *Dispute Resolution.* (a) *Judicial Reference.* In the event of any action, proceeding or hearing (hereinafter, a "Claim") based upon or arising out of, directly or indirectly, this Loan Agreement or any of the related documents, any dealings between the Agency or the Lender relating to the subject matter of the transactions contemplated by this Loan Agreement or any related transactions, and/or the relationship that is being established between the Authority and the Lender, the Authority and the Lender hereby agree that each Claim shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time. Upon a written request, or upon an appropriate motion by either the Lender or the Authority, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Authority and the Lender agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee. The Authority and the Lender shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 7.9. Either the Authority or the Lender, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it. The Authority and the Lender, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure and all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

- (b) *Selection of Referee; Powers.* The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State of California, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal

law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Placer County Superior Court, or of the U.S. District Court for the Central District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 7.9(b).

- (c) *Provisional Remedies, Self Help and Foreclosure.* No provision of this Section 7.9 shall limit the right of either the Authority or the Lender, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Authority or the Lender to the Reference pursuant to this Section 7.9(c).
- (d) *Costs and Fees.* Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

SECTION 7.10. *Investor Letter.* On the Closing Date, the Lender shall deliver to the Authority an investor letter in substantially the form attached hereto as Appendix B. The Loan shall be transferable by the registered owner thereof subject to the receipt by the Authority prior to transfer of an investor letter substantially in the form attached hereto as Appendix B executed by the transferee.

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer and the Authority has caused this Loan Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

**OPUS BANK, a California commercial
bank**

By _____
Authorized Representative

**ROCKLIN PUBLIC FINANCING
AUTHORITY**

By _____
Chief Financial Officer

Attest:

Secretary

APPENDIX A
SCHEDULE OF LOAN REPAYMENTS

Loan Repayment Date	Principal	Interest	Total Semi-annual Loan Repayment
9/1/17			
3/1/18			
9/1/18			
3/1/19			
9/1/19			
3/1/20			
9/1/20			
3/1/21			
9/1/21			
3/1/22			
9/1/22			
3/1/23			
9/1/23			
3/1/24			
9/1/24			
3/1/25			
9/1/25			

**APPENDIX B
INVESTOR LETTER**

_____, 2017

Rocklin Public Financing Authority
Rocklin, California

Ladies and Gentlemen:

The undersigned, Opus Bank, a California commercial bank (the "Lender"), hereby certifies, represents, and warrants to the Rocklin Public Financing Authority (the "Issuer") with regard to 2017 Special Tax Revenue Refunding Loan Agreement (the "Obligation") by and between the Lender and the Issuer, as follows:

1. The Lender has full power and authority to carry on its business as now conducted, deliver this certificate and make the representations and certifications contained herein. The Lender has duly authorized the execution and delivery of this Letter of Representations.

2. The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Obligation, to be able to evaluate the risks and merits of the investment represented by the Obligation, and the Lender has evaluated the risks and merits of such investment independently; and is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended. The Lender is not acting as a broker, dealer or municipal securities underwriter in connection with sale and delivery of the Obligation.

3. The Lender has conducted its own investigation of the financial condition of the Issuer, the purpose for which the Obligation was issued and of the security for the repayment thereof, and has obtained such information regarding the Obligation and the Issuer and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed investment decision with respect to its purchase of the Obligation.

4. The Lender is purchasing the Obligation for the purpose of investment and the Lender intends to hold the Obligation for its own account as a long-term investment, without a current view to any distribution or sale thereof; provided that the Lender retains the right at any time to dispose of the Obligation in accordance with its terms. In the event that the Lender disposes of the Obligation at any time, the Lender understands that it has the responsibility for complying with the provisions of any applicable federal and state securities laws and all rules and regulations promulgated pursuant thereto. Because the Lender has no immediate intent to trade the obligation and as a condition to the purchase of the obligation, the Lender has directed the Issuer not to obtain a CUSIP number or apply for DTC eligibility.

5. The Lender is informed that the Obligation will not be listed on any stock or other securities exchange and was entered into without registration under the provisions of the Securities Act of 1933, or any state securities laws.

6. The Lender acknowledges that the Obligation is transferable in whole and not in part and that:

(i) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(ii) the transferring holder thereof can transfer the Obligation only to a transferee who executes and delivers to the Issuer a letter of the transferee substantially to the effect of this letter and who qualifies as:

(1) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(2) an "accredited investor" within the meaning of Section 2(15) of the 1933 Securities Act; and

(iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the Issuer without the prior review and written consent of the Issuer, in the Issuer's sole discretion.

7. The Lender acknowledges that no credit rating has been sought or obtained with respect to the Obligation.

8. The Lender acknowledges that no official statement has been prepared for the Obligation, and that the Issuer will not be entering into a continuing disclosure agreement to provide ongoing disclosure to the public with respect to the Obligation, although the City acknowledges that they will provide specific annual information to the Lender that is identified within the Loan Agreement. The Lender has been offered copies of or had full access to all documents relating to the Obligation and all records, reports, financial statements and other information concerning the City or the District and pertinent to the source of payment for the Loan/Note as deemed material by the Lender, which the Lender as a reasonable investor, has requested and to which the Lender, as a reasonable investor, would attach significance in making an investment decision.

9. The Lender is able to bear the economic risk of an investment in the Obligation, including a complete loss of such investment.

11. The Authorized Representative is a duly authorized officer of the Lender with the authority to sign this Certificate on behalf of the Lender, and this Certificate has been duly authorized, executed and delivered.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Obligation.

OPUS BANK

By: _____
Authorized Representative



BACK TO AGENDA

City Council Report

Subject: Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (55th Annexation), Authorizing the Levy of Special Tax, and Submitting Levy of Tax to Qualified Electors. Also, Approve the Resolution Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Quick Quack Rocklin)

Submitted by: Ted Williams Financial Analyst
Mary Rister Finance Officer

Date: July 25, 2017

Department: Administrative Services Department

Reso. No. 2017

Staff Recommendation

- Approve Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation), Authorizing the Levy of Special Tax, and Submitting Levy of Tax to Qualified Electors. Also, Approve the Resolution Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Quick Quack Rocklin)

BACKGROUND:

The City of Rocklin established the Rocklin Community Facilities District No. 1 for the purpose of financing public services, specifically fire protection and suppression services and ambulance and paramedic services.

On June 13, 2017, the City Council approved a Resolution of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (55th Annexation) and to Authorize the Levy of Special Taxes Therein to Amend the Rate and Set a Public Hearing Date regarding Quick Quack Rocklin. The Quick Quack project is located near Stanford Ranch Road and Sunset Boulevard.

July 25, 2017

Page 2

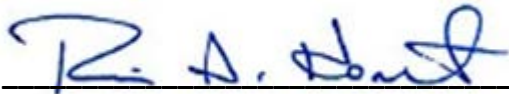
DISCUSSION:

There are two resolutions submitted for approval. The first resolution finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners. Attached to this resolution is a copy of the ballot.

In anticipation of approval of the annexation, the election has already occurred, and the second resolution approves the canvass of the election, declares the results of the election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the Project area is now subject to the special tax.

RECOMMENDATION:

Approve Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (55th Annexation), Authorizing the Levy of Special Tax, and Submitting Levy of Tax to Qualified Electors. Also, Approve the Resolution Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Quick Quack Rocklin).

**Ricky A. Horst, City Manager****Reviewed for Content****Steven Rudolph, City Attorney****Reviewed for Legal Sufficiency**



BACK TO AGENDA

RESOLUTION NO. 2017-
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 1 (55th ANNEXATION),
AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Quick Quack Rocklin)

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:

1. The City Council on June 13, 2017, adopted Resolution No. 2017-106 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (55th Annexation) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for fire prevention and suppression services and ambulance and paramedic services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

6. Annexation Map No. 55 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

7. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map No. 55 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c)(1), and (c)(3) of said Section 4000 are applicable to this election.

Section 7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on July 25, 2017, in the regular meeting place of this Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on July 25, 2017, whether received by mail or by personal delivery.

Section 10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (55th Annexation)
(Quick Quack Rocklin)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on July 25, 2017, either by mail or in person. The City Clerk's office is located at 3980 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2017-106 of the City of Rocklin, adopted by its Council on June 13, 2017?	YES: _____
	NO: _____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 2
Property Owner

Quick Quack 614 LLC
1380 Lead Hill Boulevard, #260
Roseville, CA 95661

By: _____

Title: _____



BACK TO AGENDA

RESOLUTION NO. 2017-
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
DECLARING RESULTS OF SPECIAL ANNEXATION
ELECTION, DETERMINING VALIDITY OF PRIOR
PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF SPECIAL TAX LIEN
PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1
(55th ANNEXATION)
(Quick Quack Rocklin)

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

Section 1. The City Council of the City of Rocklin finds as follows:

1. In proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (55th Annexation) (the "CFD");
2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,
3. This Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council as described in Resolution No. 2017-106, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 25th day of July, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (55th Annexation)
([Quick Quack Rocklin])

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (55th Annexation) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 55, (Quick Quack Rocklin) Special Tax Annexation Election, July 25, 2017	2	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (55th Annexation) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2017-106 of the City of Rocklin, adopted by its Council on June 13, 2017?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 25th day of July, 2017.

CITY OF ROCKLIN

By: _____
Barbara Ivanusich, City Clerk



BACK TO AGENDA

City Council Report

Subject: South Whitney Mixed Use Townhomes and Medical Center
Tentative Subdivision Map, SD2017-0006

Date: July 25, 2017

Submitted by: Marc Mondell, Economic and Community Development Director
Bret Finning, Planning Services Manager
Dara Dungworth, Senior Planner

Department: Economic and Community Development Department

Reso. Nos.

Recommendation

Staff and the Planning Commission recommend that the City Council approve the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TENTATIVE SUBDIVISION MAP (South Whitney Mixed Use Townhomes and Medical Center / SD2017-0006)

Project Description

This application is a request for approval of a Tentative Subdivision Map to create three common ownership lots and twenty townhome parcels to function in conjunction with previously approved entitlements that allow construction of an office building and four five-unit townhome buildings.

Summary of Planning Commission Hearing and Action

On June 20, 2017, the Planning Commission held a public hearing regarding the proposed South Whitney Mixed Use Townhomes and Medical Center tentative subdivision map. The draft excerpt of the minutes for the meeting is included as Attachment 1.

The project representative and owner, Gil Lee, spoke during the public hearing requesting that the Planning Commission recommend approval of the project and answered a question from the Commission.

One citizen addressed the Commission with questions about the proposed commercial uses in the office component of the development and the ownership of the residential townhomes. After deliberations, the Commission voted 5-0 to recommend approval of the

City Council Staff Report
 South Whitney Mixed Use Townhomes and Medical Center
 July 25, 2017
 Page 2

tentative map, incorporating additional condition language regarding common lot ownership and maintenance recommended by staff in a Blue Memo provided at the hearing.

Owner/Applicant

The applicant and property owner is Gil Lee of USA Investment Associates, Inc.

Location

The subject property is generally located on the southerly side of South Whitney Boulevard between Sunset Boulevard and Bryce Way. APN 016-240-039.



Location Map

Site Characteristics and Background

The subject site and immediate area around Sunset Boulevard was annexed in 1982 as part of the Rocklin Properties annexation. The project site has been vacant since before its annexation into the City. The bulk of the site is generally level while the easterly portion of the site slopes downhill toward Antelope Creek. A portion of the site was determined to be riparian habitat along the creek. The site supports native and naturalized grasses and native oak trees.

On June 28, 2016, City Council approved entitlements for an office and townhome development on the site.

Surrounding Land Uses

Map of the Project Site showing land use designations. The map includes a legend for Land Use Designation with 18 categories:

- Professional Office
- Business Professional/Commercial
- Bus. Prof./Comm./Light Industrial
- Heavy Industrial
- Light Industrial
- Retail Commercial
- Service Commercial
- Mixed Use
- Public/Quasi-Public
- High Density Residential
- Medium-High Density Residential
- Medium Density Residential
- Low Density Residential
- Rural Residential
- Recreation/Conservation
- Park
- Downtown Plan Area
- Future School Site

Zone Districts

- C-1—Neighborhood Commercial
- C-2—Retail Business
- PD-R—Planned Development Residential
(various densities and development standards)
- R1-6—SFR, 6,000 sq. ft. min. lot size
- R1-7.5—SFR, 7,500 sq. ft. min. lot size
- R-2—Duplex/Triplex Residential
- OA—Open Area

A Mitigated Negative Declaration of Environmental Impacts was previously approved by the Rocklin City Council through Resolution No. 2016-177. The requested tentative subdivision

City Council Staff Report
 South Whitney Mixed Use Townhomes and Medical Center
 July 25, 2017
 Page 4

map does not result in any environmental impacts beyond those that were previously identified and therefore, the tentative subdivision map can rely on the approved Mitigated Negative Declaration.

General Plan and Zoning Compliance

The requested tentative subdivision map is consistent with the previously approved project as well as the existing General Plan land use designations of Recreation Conservation (R-C), Retail Commercial (RC), and High Density Residential (HDR) and Zoning designations of Open Space (OS), Retail Business (C-2), and Planned Development Residential (PD-R).

Tentative Subdivision Map

The Tentative Parcel Map proposes to divide the existing approximately 2.8 acre parcel into twenty townhome parcels and three common ownership lots. Two common lots include the driveway, parking, landscaping, and LID facilities for the residential and the commercial portions of the project. The third common lot is an Open Space parcel. All three common lots will be owned and maintained by a home- and/or property owners association.

The property lines proposed with the tentative subdivision map are consistent with the previously approved project as depicted in the approved design review site plan, Attachment 2. The property lines for the twenty townhomes coincide with the site design and building footprints of the two four-unit and two six-unit residential buildings.

The conditions of approval relative to Finance Districts, Riparian Area and Creek Protection, Reciprocal Easements, and Common Area/Open Space/Maintenance are included in the draft resolution for approval of the tentative subdivision map.

Attachments

- Attachment 1 – Draft Minutes from Planning Commission Meeting June 20, 2017
- Attachment 2 – Approved Site Plan, excerpt from City Council Resolution 2016-180, DR2014-0016



Ricky A. Horst, City Manager
 Reviewed for Content



Steven Rudolph, City Attorney
 Reviewed for Legal Sufficiency

**DRAFT
CITY OF ROCKLIN
MINUTES OF THE PLANNING COMMISSION MEETING**

June 20, 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 Whitmore.
3. Roll Call

Chairman Sloan
Vice Chairman Martinez
Commissioner McKenzie
Commissioner Whitmore
Commissioner Vass

Others Present:

DeeAnne Gillick, Deputy City Attorney
Laura Webster, Director of Long Range Planning
Bret Finning, Planning Services Manager
Dara Dungworth, Senior Planner
Dave Palmer, City Engineer
Terry Stemple, Planning Commission Secretary

About 6 others

4. Minutes –
 - a. Minutes of June 6, 2017 were approved as submitted.
5. Correspondence - None
6. Citizens Addressing the Commission on Non Agenda Items – None

CONSENT ITEMS

None

PUBLIC HEARINGS

**7. SOUTH WHITNEY MIXED USE TOWNHOMES AND MEDICAL CENTER
TENTATIVE SUBDIVISION MAP, SD2017-0006**

This application is a request for approval of a tentative subdivision map to create three common ownership lots and 20 townhome parcels in conjunction with previously approved entitlements to construct an office building and four multi-unit townhome buildings. The subject site is located on the southerly side of South

Whitney Boulevard between Sunset Boulevard and Bryce Way. APN 016-240-039. The property is zoned Retail Business (C-2), Planned Development Residential (PD-R), and Open Area (OA). The General Plan designations are Retail Commercial (RC), High Density Residential (HDR), and Recreation Conservation (R-C).

A Mitigated Negative Declaration of Environmental Impacts was previously approved by the Rocklin City Council through Resolution No. 2016-177. The project site is not on any of the lists enumerated under Section 65962.5 of the Government Code related to hazardous wastes.

The applicant is Gordon Wong, GKW Architects. The property owner is USA Investments Associates, Inc.

Dara Dungworth, Senior Planner, presented the staff report and a Blue Memo.

The Commission had no questions for staff.

Applicant, Gil Lee, USA Investments, addressed the Commission updating them on the progress of the project.

The Commission had questions for the applicant regarding:

1. Type of professional office space proposed

The hearing was opened to the public for comment.

1. Leah Anderson, Rocklin, CA had questions regarding:
 - a. Condos/townhomes being for sale
 - b. Type of medical office uses
 - c. The need for more medical offices in this area
 - d. Any provisions to stop residential portion from becoming rentals

There being no further comments, the hearing was closed.

Commission Deliberation/Discussion:

On a motion by Commissioner Martinez and seconded by Commissioner Vass, Resolution of the Planning Commission of the City of Rocklin Recommending Approval of a Tentative Subdivision Map (South Whitney Mixed Use Townhomes and Medical Center / SD2017-0006) was approved by the following vote with the addition of the following condition:

4. Common Areas - Open Space - 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)

- a. *Define the following portions of the subdivision to be common areas jointly owned and / or maintained by the residents of the subdivision: Lot A and Lot C as shown in Exhibit A.*
- b. *Assignment to the homeowner's association responsibility for the maintenance of common areas and commonly maintained areas on and within Lot A, Lot C,*

and Lots 1 through 20, including but not limited to, all structures, landscaping, private utility services, outdoor lighting, private streets and alleys, parking, recreational facilities, detention and drainage facilities, all landscaping in the public rights-of-way, as required herein, and oak mitigation plantings, if any.

- 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 association shall specifically include the following condition for enforcement by the homeowner's association:*

A "parking enforcement plan" (Exhibit B to Resolution 2016-180) that includes guarantees, to the satisfaction of the Economic and Community Development Director that the garages shall be used for the parking of automobiles, and ensures that roll-up garage doors, with automatic garage door openers are used throughout the project, consistent with RMC 17.66.020.
- g. *City review shall be required for any development, including fencing and landscaping, within the common area. Notice of this requirement shall be recorded by separate instrument with the final map.*
- h. *A notice shall be included in the subdivision's CC&R, and recorded by separate instrument with the final map, stating that individual lot and building design shall be subject to City approved design guidelines available from the City of Rocklin Department of Economic and Community Development.*

In lieu of a property owners association, as required above in Section 4(b), Subdivider may utilize a conservancy, or other suitable legal entity, to own, maintain, and carry out all duties identified in this Section 2. as it relates to the lot designated "Open Space" on Exhibit A. This alternative ownership entity shall have characteristics of responsibility, accountability, and longevity, which are substantially similar to a property owners' association, so that the City is confident of the entity's ability to operate, manage and maintain the open space in perpetuity. Any alternative ownership entity shall be formed so that the maintenance, monitoring, and lien rights required in Section 15(b) are legal obligations of the ownership entity. The alternative ownership entity shall be reviewed and approved by the City Attorney and the Economic and Community Development Director for compliance with these conditions of approval.

AYES: Martinez, Vass, McKenzie, Whitmore, Sloan
 NOES: None
 ABSENT: None

ABSTAIN: None
NON PUBLIC HEARINGS

8. Informational Items and Presentations - None

9. Reports and Discussion Items from Planning Commissioners

- Completion and connection of Whitney Ranch Parkway
- Grading on Wildcat near new interchange

10. Reports from City Staff – None

11. Adjournment

There being no further business brought before the Commission, the meeting was adjourned at 6:49 p.m.

Respectfully submitted,

Terry Stemple
Assistant City Clerk

*Approved at the regularly scheduled
Meeting of*

SOUTH WHITNEY, MIXED - USE CENTER

ROCKLIN CALIFORNIA

RECOMMENDED FOR APPROVAL BY
PLANNING COMMISSION ON:

June 7, 2016 Marc Mondell

REVIEW PERMIT
016-240-039
HDR & RC
PDR & C-2

PROJECT OBJECTIVE
Approval to develop a mixed use project
consisting of a 5-unit medical office
condominium center and a 20-unit
townhome project.

OWNER/APPLICANT
USA Investment Associates, GI Lee
608 North First Street
San Jose, CA 95112 / 408-332-4102
gl@usainvestment.com

ARCHITECT
Gkw Architects, Gordon K Wong
710E Mogilney Ln Ste 109
Campbell, CA 95008 / 408-315-2125
gordonkwong@gkwarchitects.com

CIVIL ENGINEER
Bellecci & Associates, Inc., Daniel Leary
7041 Koff Center Pkwy, Ste 132
Pleasanton, CA 94566 / 925-661-4885
daniel@bellecci.com

LANDSCAPE ARCHITECT
Harris Design, Bill Harris
755 Folger Ave.
Berkeley CA 94710 / 510-647-3792
bill@hd-la.com

LAND DEVELOPMENT
Omni-Means, Ltd., Scott Robertson, LLA
943 Reserve Dr., Ste 100
Roseville, CA 95678 / 916-782-8688

UTILITIES
Sewer: S.P.M.U.D.
Water: P.C.W.A.
Telephone: SBC Telephone
Gas & Electric: PG&E
Garbage Disposal: Recology



HEAVY DUTY INDUSTRIAL
TYPE INDUSTRIAL LANE 300
CAMPBELL, CA 95017 408-796-1848
HARDY@HARDYARCHITECTS.COM

GORDON K WONG ARCHITECT L.A. 3446
THE INDUSTRIAL LANE SUITE 100
CAMPBELL, CA 95017 408-315-2125
GK@GKARCHITECTS.COM

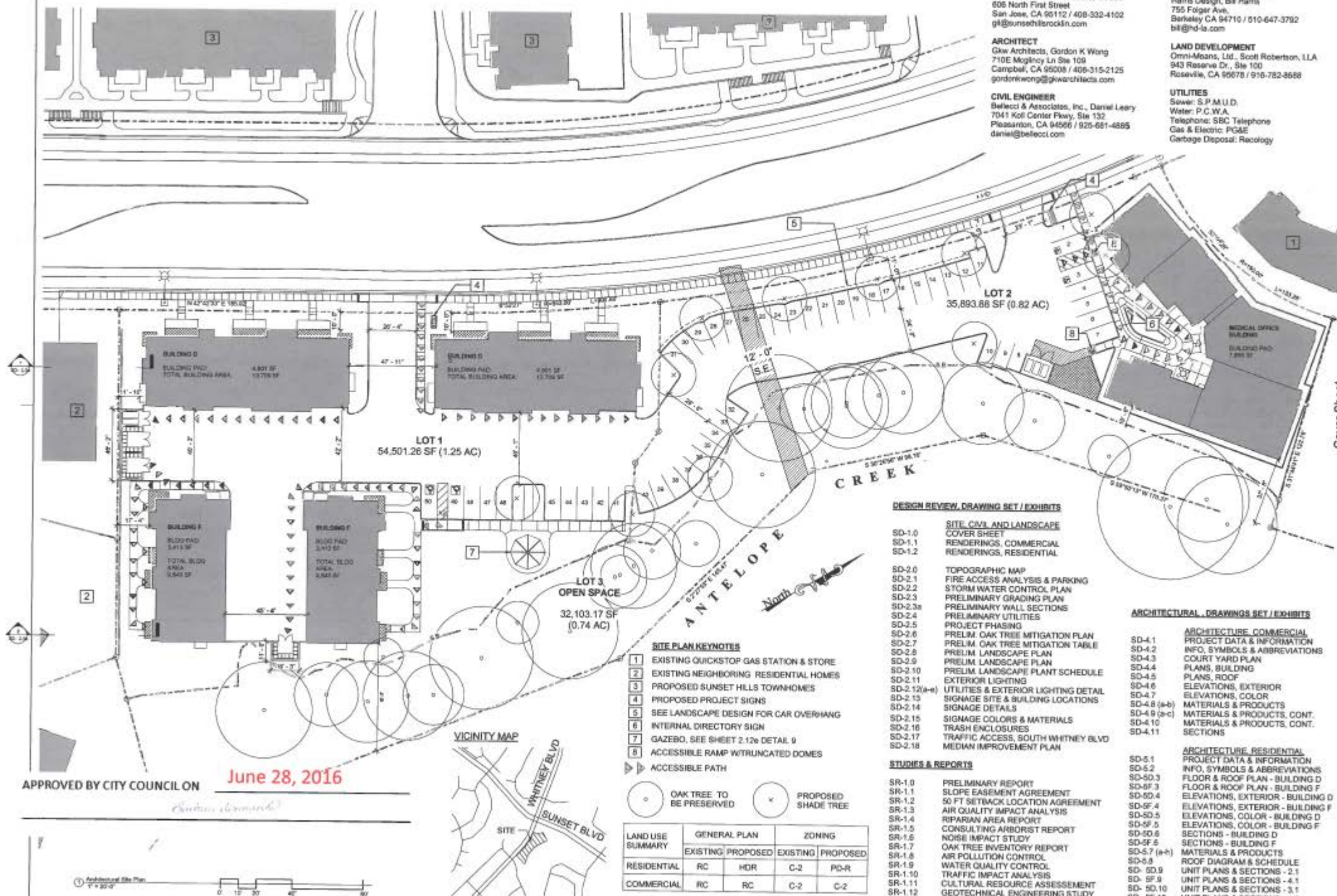


South Whitney Medical Office Building
City of Rocklin, California
by USA Investment Associates

Project Revision
Schedule

Not for
Construction

SD- 1.0
SCALE 1" = 20'-0"
5/13/2016 9:44:08 AM



[BACK TO AGENDA](#)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
A TENTATIVE SUBDIVISION MAP(South Whitney Mixed Use Townhomes and Medical Center / SD2017-0006)

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 (SD2017-0006) allows the subdivision of an approximately 2.8-acre parcel into three common area lots and twenty townhome parcels generally located on the southerly side of South Whitney Boulevard between Sunset Boulevard and Bryce Way. (016-240-039)

B. A Mitigated Negative Declaration of environmental impacts prepared for this project was approved by City Council Resolution No. 2016-177.

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 South Whitney Mixed Use Townhomes and Medical Center / SD2017-0006 tentative subdivision map as depicted in Exhibit A attached hereto and by this reference incorporated herein, is hereby recommended for approval by the City Council, 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. 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. Finance Districts

Prior to recordation of the 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 to the satisfaction of the City Finance Manager. (FINANCE, ENGINEERING, PUBLIC SERVICES)

2. Riparian Area and Creek Protection

An open space and conservation easement shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection:

The area shown on the tentative subdivision map exhibit as Lot C, which represents the delineated limits of the riparian habitat and the 50-foot top of bank setback line.

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 that required through the previously approved design review (DR2014-0016); provided, that native vegetation may be removed as necessary for fire abatement and flood control and protection pursuant to a permit issued by the California Department of Fish and Game. (ENGINEERING)

3. Reciprocal Easements

A reciprocal access and parking easement, or its legal equivalent in a form acceptable to the City Attorney, shall be recorded over and between each of the parcels in the subdivision concurrent with the recording of the final map. (CITY ATTORNEY, ENGINEERING)

4. Common Areas - Open Space - 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)

- a. Define the following portions of the subdivision to be common areas jointly owned and / or maintained by the residents of the subdivision: Lot A and Lot C as shown in Exhibit A.

- b. Assignment to the homeowner's association responsibility for the maintenance of common areas and commonly maintained areas on and within Lot A, Lot C, and Lots 1 through 20, including but not limited to, all structures, landscaping, private utility services, outdoor lighting, private streets and alleys, parking, recreational facilities, detention and drainage facilities, all landscaping in the public rights-of-way, as required herein, and oak mitigation plantings, if any.
- 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 association shall specifically include the following condition for enforcement by the homeowner's association:

A "parking enforcement plan" (Exhibit B to Resolution 2016-180) that includes guarantees, to the satisfaction of the Economic and Community Development Director that the garages shall be used for the parking of automobiles, and ensures that roll-up garage doors, with automatic garage door openers are used throughout the project, consistent with RMC 17.66.020.
- g. City review shall be required for any development, including fencing and landscaping, within the common area. Notice of this requirement shall be recorded by separate instrument with the final map.
- h. A notice shall be included in the subdivision's CC&Rs, and recorded by separate instrument with the final map, stating that individual lot and building design shall be subject to City approved design guidelines

available from the City of Rocklin Department of Economic and Community Development.

In lieu of a property owners association, as required above in Section 4(b), Subdivider may utilize a conservancy, or other suitable legal entity, to own, maintain, and carry out all duties identified in this Section 2. as related to the lot designated "Open Space" on Exhibit A. This alternative ownership entity shall have characteristics of responsibility, accountability, and longevity, which are substantially similar to a property owners' association, so that the City is confident of the entity's ability to operate, manage and maintain the open space in perpetuity. Any alternative ownership entity shall be formed so that the maintenance, monitoring, and lien rights required in Section 15(b) are legal obligations of the ownership entity. The alternative ownership entity shall be reviewed and approved by the City Attorney and the Economic and Community Development Director for compliance with these conditions of approval.

5. Validity

This entitlement shall expire two years from the date of approval unless prior to that date a final map has been recorded or a time extension has been granted.
(PLANNING)

PASSED AND ADOPTED this 25th day of July, 2017, by the following roll call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

P:\PUBLIC PLANNING FILES__ PROJECT FILES\South Whitney Mixed Use TS Map\Meeting Packets\CC 7-25-17\02
South Whitney MU CC Reso SD2017-0006 - final.doc

EXHIBIT A

South Whitney Mixed Use Townhomes and Medical Center / SD2017-0006

Available at the Economic & Community Development Department, Planning Division

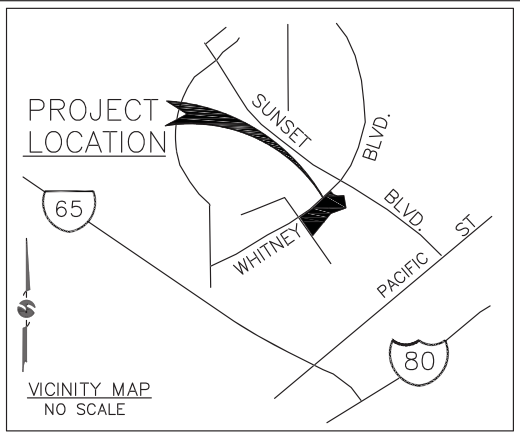
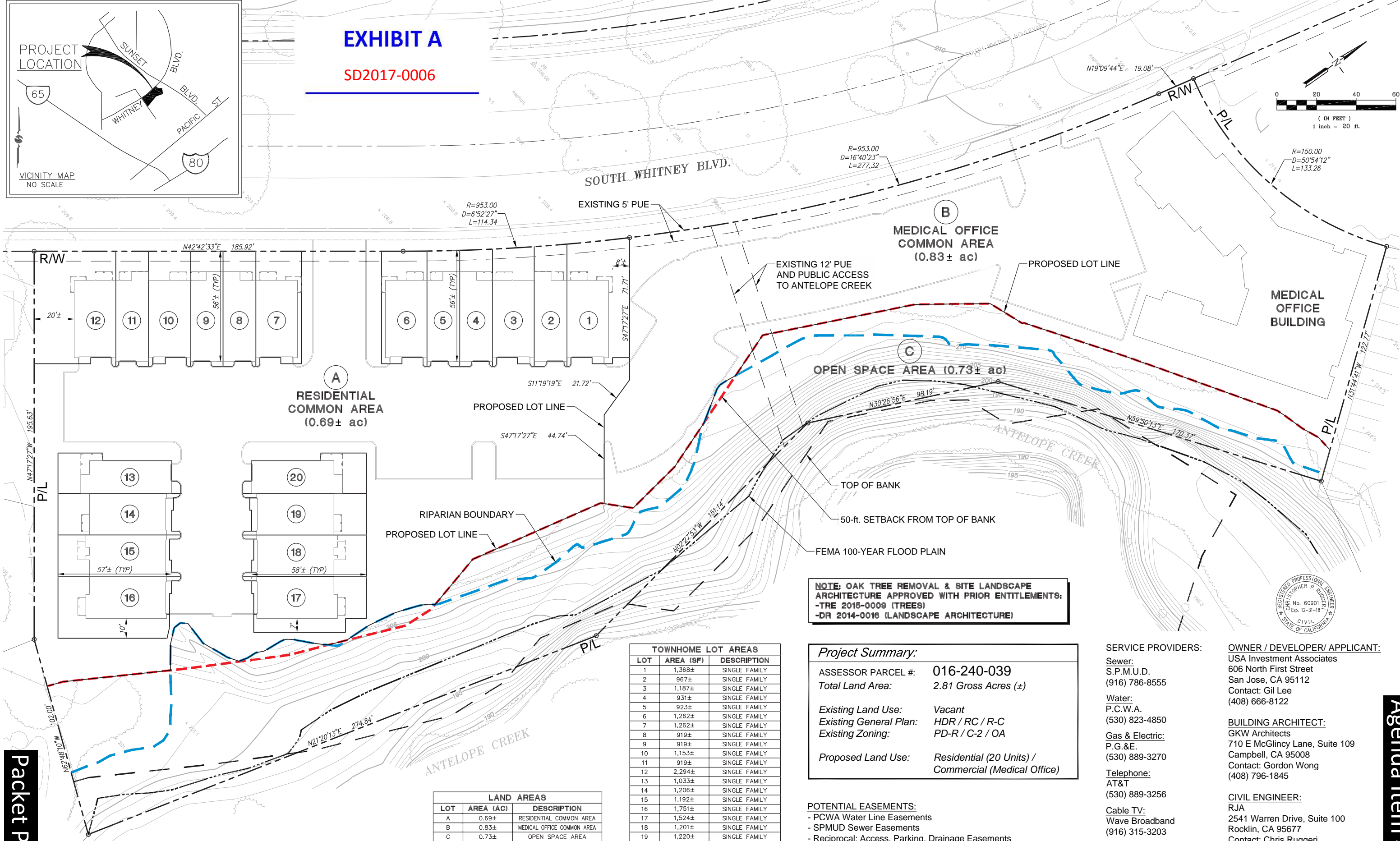
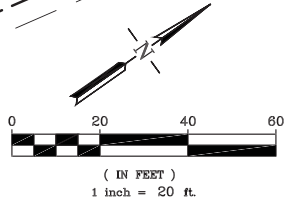


EXHIBIT A
SD2017-0006



NOTE: OAK TREE REMOVAL & SITE LANDSCAPE ARCHITECTURE APPROVED WITH PRIOR ENTITLEMENTS:
-TRE 2016-0009 (TREES)
-DR 2014-0016 (LANDSCAPE ARCHITECTURE)

TOWNHOME LOT AREAS		
LOT	AREA (SF)	DESCRIPTION
1	1,368±	SINGLE FAMILY
2	967±	SINGLE FAMILY
3	1,187±	SINGLE FAMILY
4	931±	SINGLE FAMILY
5	923±	SINGLE FAMILY
6	1,262±	SINGLE FAMILY
7	1,262±	SINGLE FAMILY
8	919±	SINGLE FAMILY
9	919±	SINGLE FAMILY
10	1,153±	SINGLE FAMILY
11	919±	SINGLE FAMILY
12	2,294±	SINGLE FAMILY
13	1,033±	SINGLE FAMILY
14	1,206±	SINGLE FAMILY
15	1,192±	SINGLE FAMILY
16	1,751±	SINGLE FAMILY
17	1,524±	SINGLE FAMILY
18	1,201±	SINGLE FAMILY
19	1,220±	SINGLE FAMILY
20	1,044±	SINGLE FAMILY
TOTAL LOT AREA = 24,275± SF		

LAND AREAS		
LOT	AREA (AC)	DESCRIPTION
A	0.69±	RESIDENTIAL COMMON AREA
B	0.83±	MEDICAL OFFICE COMMON AREA
C	0.73±	OPEN SPACE AREA
1-20	0.56±	TOWNHOME LOTS
TOTAL LAND AREA = 2.81± AC		

Project Summary:	
ASSESSOR PARCEL #:	016-240-039
Total Land Area:	2.81 Gross Acres (±)
Existing Land Use:	Vacant
Existing General Plan:	HDR / RC / R-C
Existing Zoning:	PD-R / C-2 / OA
Proposed Land Use:	Residential (20 Units) / Commercial (Medical Office)

POTENTIAL EASEMENTS:
- PCWA Water Line Easements
- SPMUD Sewer Easements
- Reciprocal: Access, Parking, Drainage Easements
Note: Utility Easements to be granted as requested by utility company.

SERVICE PROVIDERS:
Sewer:
S.P.M.U.D.
(916) 786-8555
Water:
P.C.W.A.
(530) 823-4850
Gas & Electric:
P.G.&E.
(530) 889-3270
Telephone:
AT&T
(530) 889-3256
Cable TV:
Wave Broadband
(916) 315-3203
Garbage:
Recology Auburn-Placer
Disposal Service
(530) 885-3735

OWNER / DEVELOPER/ APPLICANT:
USA Investment Associates
606 North First Street
San Jose, CA 95112
Contact: Gil Lee
(408) 666-8122
BUILDING ARCHITECT:
GKW Architects
710 E McGlinchey Lane, Suite 109
Campbell, CA 95008
Contact: Gordon Wong
(408) 796-1845
CIVIL ENGINEER:
RJA
2541 Warren Drive, Suite 100
Rocklin, CA 95677
Contact: Chris Ruggeri
(916) 630-8900

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
2541 WARREN DRIVE, SUITE 100, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909
JOB NO: 165029 DATE: MAY 26, 2017

Packet Pg. 140

A Investments Associates
South Whitney Mixed Use
Whitney Professional Plaza & Whitney Villas
Rocklin, CA

TENTATIVE SUBDIVISION MAP

Agenda Item #13.A.



City Council Report

[BACK TO AGENDA](#)

Subject: Rocklin Meadows – Entitlement Time Extension
Tentative Subdivision Map, SD-2013-08
Oak Tree Preservation Plan Permit, TRE-2015-0004

Date: July 25, 2017

Submitted by: Marc Mondell, Economic and Community Development Director
Bret Finning, Manager Planning Services
Nathan Anderson, Associate Planner

Department: Economic and Community Development Department

Proposal/Application Request

This application is a request for approval of a one-year extension of time for the following previously approved entitlements to allow the development of the Rocklin Meadows project:

- A Tentative Subdivision Map to subdivide the approximately 8.08 gross acre (6.81 net acre) site into 27 single-family residential lots and three lettered landscape, utility easement, and maintenance access lots.
- An Oak Tree Preservation Plan Permit to allow the removal of 85 oaks trees and provide protection for on- and off-site oak trees.

Staff Findings

Staff finds this request to be consistent with the existing General Plan designations and zoning. The proposed extension to a previously-approved project would be compatible with anticipated development of surrounding residential designated properties.

Recommendation

Staff recommends that the City Council approve the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A ONE-YEAR TIME EXTENSION OF THE ROCKLIN MEADOWS TENTATIVE SUBDIVISION MAP AND OAK TREE PRESERVATION PLAN PERMIT

City Council Report
 Rocklin Meadows – Entitlement Time Extension
 July 25, 2017
 Page 2

(Rocklin Meadows Extension / SD-2013-08 and TRE-2015-0004)

Location

The subject property is made up of six lots totaling approximately 8.08 gross acres generally located north and west of the northwest corner of Aguilar Road and Greenbrae Road (**Figure 1**). Assessor Parcel Numbers (APNs) 045-120-012, -037, -049, -056, -057, and -059. The project site was recently annexed into the City as part of the Greenbrae Island Annexation.

Figure 1 – Location Map



Time Extension

The City Council originally approved the Rocklin Meadows project on June 23, 2015 via Resolution No. 2015-165 (**Attachment A**). Per the requirements of the Municipal Code, the approval was conditioned to expire two years from the date of approval (June 23, 2017) unless a final map is issued or an extension is approved.

On June 1, 2017, a request for an extension was submitted (**Attachment B**). This application automatically extended the project until the proposed extension is acted upon by the City Council.

According to the Municipal Code, the Council may grant one or more extensions of time up to, but not exceeding, an additional five years beyond the initial 24 months allowed for filing a final map, and any automatic extensions allowed by the State. Therefore, if the proposed extension were to be approved, the project would still be eligible for up to four additional one-year time extensions under the provisions of State law and the Rocklin Municipal Code.

Code Amendment

On June 13, 2017, the City Council approved a Resolution of Intent (ROI) directing staff to review the current subdivision requirements, specifically with regard to tentative map extensions. Subdivision Map Act Section 66452(E) currently states that the length of time which a map may be extended may be a period or periods not exceeding a total of six years. However, Section 16.20.060 of the Municipal Code currently limits the length of any single extension to one year, potentially requiring six separate hearings in order to extend a project the total length of time allowed by the Map Act.

To improve consistency with the Map Act and to reduce the amount of staff resources dedicated to processing extensions, staff is preparing an amendment to Section 16.20.060 of the Municipal Code to increase the maximum allowed length of extensions beyond the one year which is currently allowed. It is anticipated that this process will take several months. During this period, several tentative maps will be nearing the end of their previously-approved timelines and will likely be submitted for extensions. Due to these concurrent processes, staff proposes that, if the City Council approves an amendment to the Municipal Code to allow time extension approvals for more than 12 months, then the Council automatically approves this extension for an additional 12-month period through June 23, 2019. See Condition of Approval #1 of the project Resolution.

Owner/Applicant

The applicant and property owner is Rocklin Meadows Greenbrae 22, LLC.

Environmental

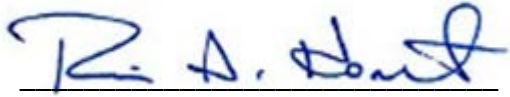
A Mitigated Negative Declaration of Environmental Impacts was previously approved by the Rocklin City Council through Resolution No. 2015-164. The requested time extension would not result in any environmental impacts beyond those that were previously identified.

Attachments

Attachment A – City Council Resolution 2015-165 (SD-2013-08 & TRE-2015-0004)

City Council Report
Rocklin Meadows – Entitlement Time Extension
July 25, 2017
Page 4

Attachment B – Extension Request



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Prepared by Nathan Anderson, Associate Planner

RESOLUTION 2015-165

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING
A TENTATIVE SUBDIVISION MAP AND
OAK TREE PRESERVATION PLAN PERMIT

(Rocklin Meadows Subdivision / SD-2013-08 and TRE2015-0005)

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 and Oak Tree Preservation Plan Permit (SD-2013-08 and TRE2015-0005) allow the subdivision of the approximately 6.81 net acre site into 27 single-family residential lots, three lettered lots (A-C) and oak tree removal from the site.

B. A Mitigated Negative Declaration for this project has been approved by City Council Resolution No. 2015-164.

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 Rocklin Meadows Subdivision Tentative Subdivision Map and Oak Tree Preservation Plan Permit (SD-2013-08 and TRE2015-0005) as depicted in Exhibits A and B attached hereto and by this reference incorporated herein, are hereby approved by the City Council, subject to the conditions listed below. The approved Exhibits A and B shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibits A and B shall be controlling and shall modify Exhibits A and B. All other plans, specifications, details, and information contained within Exhibits A and B 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 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 AT&T and Pacific Gas & Electric (AT&T, PG&E, 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, open space, improvements such as sound walls, and provision of new or enhanced services such as street lighting, to the satisfaction of the City Finance Manager. (FINANCE, ENGINEERING, PUBLIC SERVICES)

2. Schools

The following condition 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. 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, ENGINEERING, FIRE)
- b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)

4. Improvements/Improvement Plans

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)

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)

- a. 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)
- b. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibits, shall be included in the improvement plans for the project. The grading and drainage plan shall include the following: (ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING)

- i. Individual lot drainage including features such as lined drainage swales.
- ii. All drainage/stormwater runoff from the site shall be collected into a City standard sand and oil trap manhole and a water quality treatment structure (and/or equals as approved by the City Engineer and the Environmental Services Manager) prior to the offsite discharge of the runoff.
- iii. 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.
- iv. Subdivider shall prepare a storm water pollutant protection plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.
- v. 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.
- vi. 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. Stormwater 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, the Sacramento Stormwater Quality Partnership’s Stormwater Quality Design Manual for the Sacramento and South Placer Regions, the City’s Post-Construction Manual (if published at the time of improvement plan preparation) 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.

Provisions for the maintenance and periodic inspection of permanent facilities shall be addressed to the satisfaction of the City Engineer and the Public Services Director and shown on the improvement plans. 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, PUBLIC SERVICES)

vii. 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.
- 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, if needed.

viii. Prior to any grading or construction activities, the subdivider shall:

- 1) *Waters of the U.S.*
 - a. Prior to any grading or construction activities, the appropriate Section 404 permit will need to be acquired for any project-related impacts to waters of the U.S. Any waters of the U.S. that would be lost or disturbed should be replaced or rehabilitated on a “no-net-loss” basis in accordance

with the Corps' mitigation guidelines. Habitat restoration, rehabilitation, and/or replacement should be at a location and by methods agreeable to the Corps. In association with the Section 404 permit and prior to the issuance of improvement plans, a Section 401 water quality certification from the Regional Water Quality Control Board shall be obtained, and if applicable, a California Department of Fish and Wildlife Section 1600 Streambed Alteration Agreement (SAA) shall also be obtained. All terms and conditions of said permits shall be complied with.

- b. If it is determined through consultation efforts between the U.S. Corps of Engineers and the U.S. Fish and Wildlife Service (USFWS) that a Biological Opinion is required, the applicant shall obtain one and all terms and condition of the Biological Opinion shall be complied with.
- c. For potential impacts to riparian habitat, the project may be required to obtain a Section 1600 SAA from the California Department of Fish and Wildlife. If it is determined that a SAA is required, the applicant shall obtain one and all terms and conditions of the SAA shall be complied with.
- d. Prior to any grading or construction activities, the applicant/developer shall submit documentation that they have obtained an Army Corps of Engineers Section 404 permit, a Regional Water Quality Control Board Section 401 water quality certification, and if applicable a USFWS Biological Opinion and a California Department of Fish and Wildlife Section 1600 SAA. The applicant/developer shall also demonstrate that they have implemented habitat restoration, rehabilitation, and/or replacement as stipulated in their Section 404 permit. The applicant/developer shall also demonstrate to the Public Services Department how they have, or intend to, comply with the terms and conditions of the Section 404 permit, the Section 401 water quality certification, and if

applicable, the Biological Opinion and Section 1600 SAA. (IV.-1)

2) *Nesting Raptors and Migratory Birds*

- a. The applicant/developer shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February - August).
- b. If vegetation removal and/or project grading or construction activities occur during the nesting season for raptors and migratory birds (February-August), the applicant/developer shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 30 days prior to initiation of development activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of grading or construction activities, documentation of the survey shall be provided to the City of Rocklin Public Services Department. If the survey results are negative, no further mitigation is required and necessary tree removal may proceed.
- c. If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot buffers). Monitoring of the nest by a qualified biologist may be required if the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September-January), a survey is not required and no further studies are necessary. (IV.-2)

3) *Bat Species and Roosts*

- a. A qualified biologist shall conduct, and the applicant shall submit to Public Services, a preconstruction survey for active bat roosts within the construction area. The preconstruction survey shall be conducted within 14 days prior to removal of trees. If surveys show that there is no evidence of bat roosts, then no additional mitigation will be required so long as construction commences within 14 days of the survey.
- b. If any bat active roosts are located within trees anticipated for removal, a 50-foot buffer zone shall be established around the roosts. The tree shall not be removed until a biologist has determined that the bat has vacated the roost to forage (either at dawn or at dusk) and exclusionary fencing shall be installed during the active period prior to the bat returning to the roost. (IV.-3)

4) *Valley Elderberry Longhorn Beetles*

- a. Prior to any grading or construction activity, the applicant/developer shall establish an adequately sized on-site conservation area to transplant the impacted elderberry shrubs and required ratios of elderberry plantings and associated native vegetation as required by the Conservation Guidelines for the Valley Elderberry Longhorn Beetle (VELB) (USFWS 1999). A conservation easement or deed restriction must be arranged to protect the VELB habitat in perpetuity. A 10-year elderberry monitoring plan for the transplants, elderberry plantings, and associated native vegetation must be established and approved by the USFWS. The applicant developer will be responsible for the short-term (10-year) monitoring; however, the conservation area may be transferred to a resource agency or appropriate private organization for the long-term management.

Or

- b. Transplant the impacted elderberry shrubs to a USFWS-approved Conservation bank and purchase the appropriate amount of elderberry mitigation credits (calculated by the Conservation Guidelines) for the impacted elderberry shrubs.
 - c. The applicant/developer shall demonstrate to the City that the mitigation efforts have satisfied the USFWS's mitigation requirements. (IV.-4)
 - c. The following subdivision improvements shall be designed, constructed, and/or installed:
 - i. All on-site standard subdivision improvements, including streets, curbs, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants. (ENGINEERING, PUBLIC SERVICES, PLANNING)
 - ii. 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, elects. 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.
 - iii. The following on-site special improvements:

Streetlights

 - 1) Decorative residential street lights as shown in Exhibit A shall be installed on all streets within the subdivision.

Lighting installation and wiring shall comply with all applicable City standards.

All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off decorative lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. The lighting design plan shall be approved by the Economic and Community Development Director for compliance with this condition.

Street Signs and Poles

- 2) Street sign poles and signs consistent with City standards shall be installed on all streets within the subdivision. Replacement parts shall also be provided to the City, to the satisfaction of the Public Services Director.

Walls and Fences

- 3) A 6-foot tall masonry wall, including the returns (or “wing walls”) adjacent to Lots 1 and 27, shall be constructed entirely on landscape Lots B and C along the Aguilar Road frontage, as shown in Exhibit A. Pilaster spacing shall be at intervals no greater than 80 feet on center, shall be located at wall ends, corners, and at changes of height and direction. Pilasters shall be at least 36 inches wide and fully covered with the decorative stone veneer, as shown in Exhibit A and to the satisfaction of the Public Services Director.
- 4) The walls at the project’s Aguilar Road entrance shall be reviewed by the City Engineer to ensure that appropriate visibility standards and sight distance requirements will be achieved. Sight distance at the entry to the subdivision shall take into account the effect of landscaping at these locations.
- 5) Project signage on the masonry wall shall comply with the Municipal Code (Chapter 17.75) and with Exhibit A.
- 6) Six-foot tall enhanced wood fences, as shown in Exhibit A.

- 7) A 3-foot tall concrete split two-rail fence along the Aguilar Road frontage at the back of sidewalk, as shown in Exhibit A and to the satisfaction of the Economic and Community Development Director.
- d. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC SERVICES, PLANNING)
- i. Landscaping and an automatic irrigation system shall be installed in the following areas and as shown in Exhibits A and B:
 - 1) Street landscaping on Landscape Lots A, B, and C.
 - 2) On Lot B provide an ADA-compliant bench and concrete split-rail fencing and/or boulders and plantings to create the creek overlook amenity, to the satisfaction of the Economic and Community Development Director and Public Services Director.
 - ii. Use of granite or moss rock boulders, unfinished granite slabs, or an approved equal accent feature, along the planting areas, to the satisfaction of the Economic and Community Development Director and the Public Services Director.
 - iii. The landscaping plan shall be prepared by a landscape architect and shall include:
 - 1) 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 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock.
 - 2) A section diagram of proposed tree staking.
 - 3) 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 of Rocklin.

- 4) Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.
 - 5) 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.
- iv. 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.
 - v. 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.
- e. 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)
 - f. 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:
 - Recommendations for building pad and footing construction;
 - Use of soil stabilizers or other additives; and
 - Recommendations for surface drainage.

- g. Provisions for dust control, re-vegetation of disturbed areas, and erosion control, in conformance with the requirements of the City of Rocklin, including but not limited to the following items, which shall be included in the project notes on the improvement plans: (ENGINEERING)
 - i. The prime contractor shall submit to the District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the District prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.
 - ii. During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.
 - iii. During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.
 - iv. Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.
 - v. All grading operations shall be suspended when fugitive dust emissions exceed District Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is CARB-certified to perform Visible Emissions Evaluations (VEE). This individual shall evaluate compliance with Rule 228 on a weekly basis.
 - vi. Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed District Rule 228-Fugitive Dust limitations.
 - vii. The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall

- “wet broom” the streets (or use another method to control dust as approved by the individual jurisdiction) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.
- viii. The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.
 - ix. The contractor shall apply water or use other method to control dust impacts offsite. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.
 - x. All construction equipment shall be maintained in clean condition.
 - xi. Chemical soil stabilizers, vegetative mats, or other appropriate best management practices, in accordance with manufacturers’ specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).
 - xii. All exposed surfaces shall be revegetated as quickly as feasible.
 - xiii. If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
 - xiv. Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.
 - xv. Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the PCAPCD prior to construction or use of equipment and obtain any necessary permits.
 - xvi. In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).
 - xvii. Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations.

Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by APCD to cease operations and the equipment must be repaired within 72 hours.

xviii. Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

xix. Any diesel powered equipment used during project construction shall be Air Resources Board (ARB) certified.

h. The following shall be Included in the project notes on the improvement plans:

i. If an inadvertent discovery of cultural materials (e.g., unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the City's Environmental Services Manager, and the Native American Heritage Commission shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e., whether it is a historical resource, a unique archaeological resource, or a unique paleontological resource) and shall develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations, and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts.

In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected

to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5 (e)(1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Environmental Services Manager shall also be notified. If the remains are Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB2641 (2006). (V.-1)

- ii. If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature (or features), the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and/or remediation of the feature. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, prior to completion of grading/construction in the affected area.
- iii. 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.

5. Special Provision

Prior to or concurrently with the recordation of a final map, Lots A, B, and C as indicated on Exhibit A shall be dedicated to the City in fee title or other means, to the satisfaction of the City Attorney. (ENGINEERING, CITY ATTORNEY)

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 SERVICES)

7. Oak Tree Protection, Removal, and Mitigation

Prior to any grading or construction activity, the applicant/developer shall prepare, subject to approval by the City's Economic and Community Development Director, an oak tree mitigation plan which incorporates the following: (PLANNING, PUBLIC SERVICES)

- a. Clearly indicate on the construction documents that oak trees not scheduled for removal will be protected from construction activities in compliance with the pertinent sections of the City of Rocklin Oak Tree Preservation Ordinance.
- b. Mitigate for the removal of oak trees on the project site consistent with the requirements of the City's Oak Tree Preservation Ordinance.

- c. The project arborist shall prepare a final list of all oak trees to be removed to accommodate development of the project. The list shall include the total number of surveyed oak trees, the total number of oak trees to be removed, the total number of oak trees to be removed that are to be removed because they are sick or dying, and the total of the trunk diameters at breast height (TDBH) of all surveyed oak trees on the site in each of these categories. With this information the required mitigation fees shall be calculated using the formula provided in the Oak Tree Preservation Guidelines. (IV.-5)
- d. Off-site trees on the adjacent properties to the south, east, and west of the project site shall be retained and protected from any construction related impacts, following recommendations from the project arborist, unless identified in the arborist report as being impacted and/or removed.

8. Parks

- a. Park fees shall be paid as required by Rocklin Municipal Code Chapters 17.71 and Chapter 16.28. The amount of the fee per lot/dwelling unit is currently \$1,985. (ENGINEERING)
- b. Community Park Fees shall be paid as required by City Council Resolution #99-82. The amount of the fee per dwelling unit is currently \$569 / dwelling unit. (BUILDING)

9. 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)

10. 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)

11. Validity

- a. This entitlement shall expire two years from the date of approval unless prior to that date a final map 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 annexation to the City of the property has been completed within one year of the final approval of the tentative map. (PLANNING)

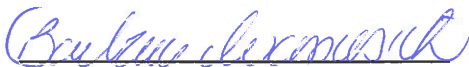
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on June 23, 2015, by the following vote:

AYES:	Councilmember:	Janda, Ruslin, Butler, Yuill, Magnuson
NOES:	Councilmember:	None
ABSENT:	Councilmember:	None
ABSTAIN:	Councilmember:	None



George Magnuson, Mayor

ATTEST:



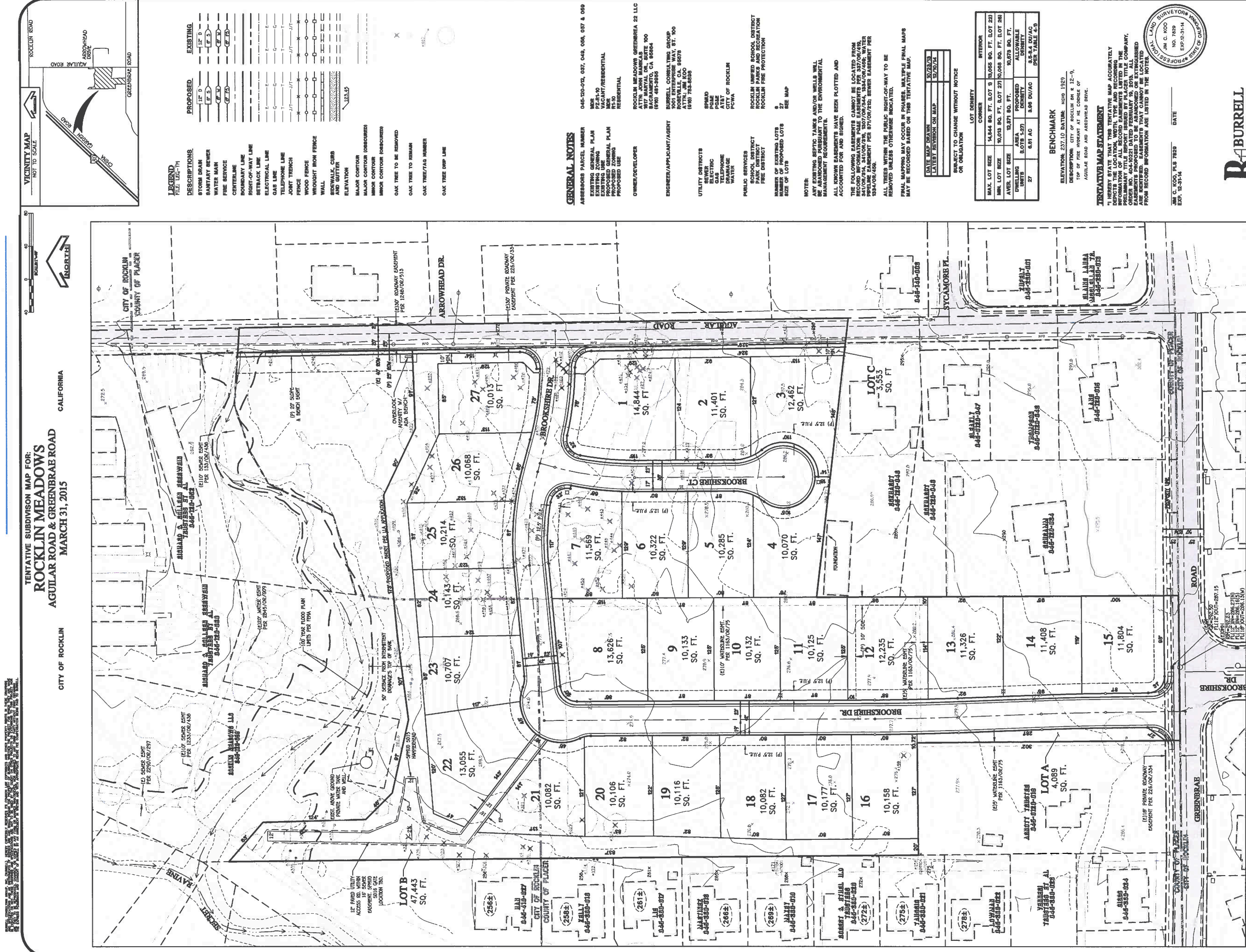
Barbara Ivanusich, City Clerk

P:\PUBLIC PLANNING FILES__ PROJECT FILES\Rocklin Meadows\Meeting Packets\CC 6-23-15\03 Rocklin Meadows CC Reso (SD-2013-08 TRE2015-0004) - final.docx

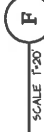
EXHIBIT A

Tentative Subdivision Map, SD-2013-08/TRE2015-0004

Available at the Economic and Community Development Department, Planning Division

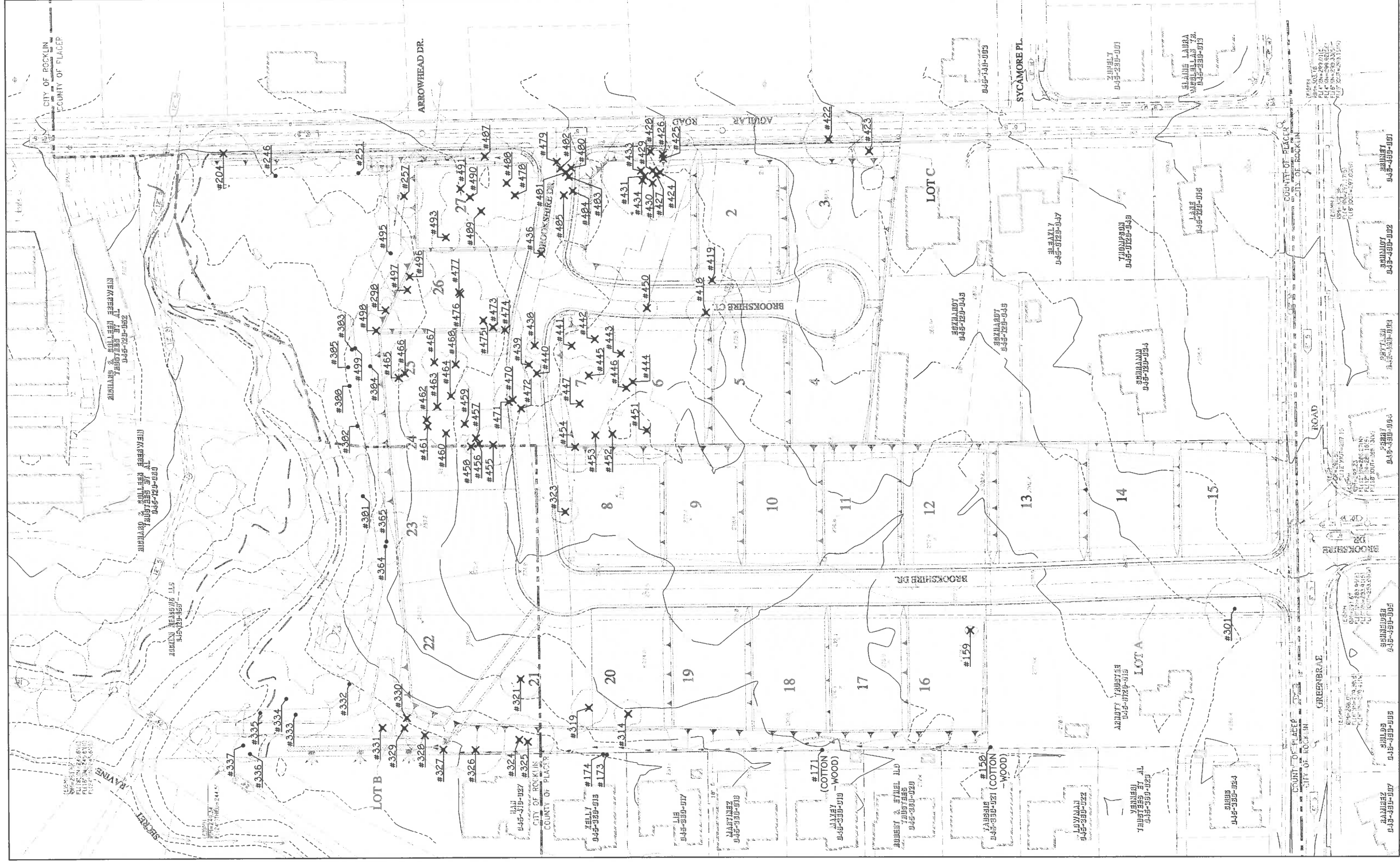


TYPICAL CROSS SECTIONS FOR:



1001 ENTERPRISE WAY, SUITE 100, RANMILLA, CA 95078 (916) 783-5500

**ROAD & GREEN
SHEET 3 OF 8**



B BURRELL
CONSULTING
GROUP, INC.
1001 Enterprise Way, Suite 100, Emeryville, CA 94608 (916) 783-8808

PRELIMINARY OAK TREE PRESERVATION PLAN FOR:
ROCKLIN MEADOWS
AGUILAR ROAD & GREENBRAE ROAD
SHEET 4 OF 8



OAK TREE INVENTORY FOR:
ROCKLIN MEADOWS
AGULAR ROAD & GREENBRAE ROAD
MARCH 31, 2015

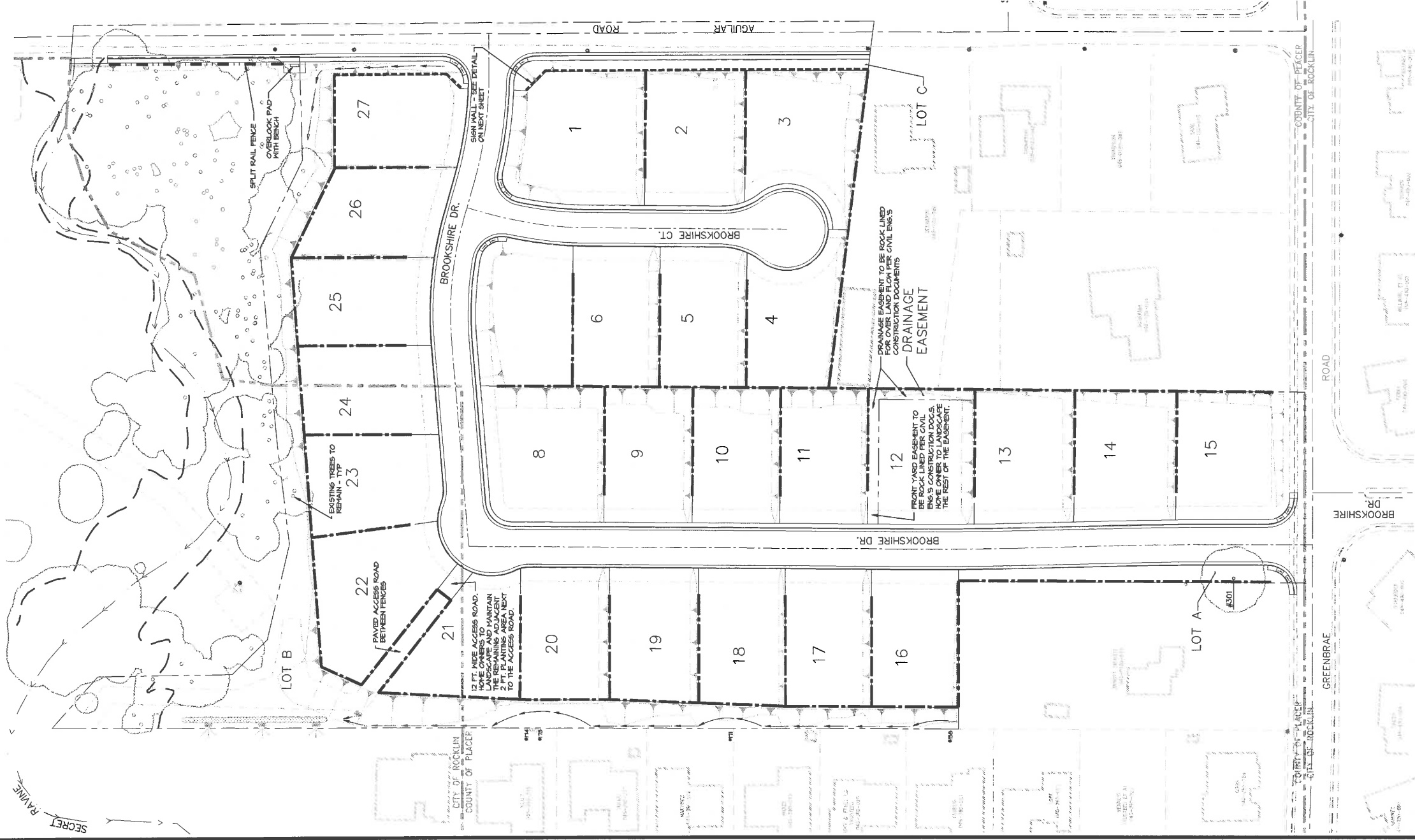
COUNTY OF PLACER

CALIFORNIA

Tree No./ Tag No.	Species	Height (ft)	DBH (inches)	Drip line (ft)	Vigor	Comments	Removed or Retained
159	Valley Oak	55	13	30	FG	Location mapped per engineer's survey	Removed
173	Interior Live Oak	40	14	25	FG	Located in yard	Retained
174	Interior Live Oak	15	6	6	FG	Located in yard	Retained
204	Interior Live Oak	30	7	15	FP	Grape in canopy; slight lean	Removed
246	Interior Live Oak	30	7	15	FP	30% dead in lower canopy; suppressed	Retained
251	Interior Live Oak	30	8	20	FP	50% dead; great grape burden	Retained
257	Valley Oak	50	17	20	F	Slight lean; soam at base; covered in grape and blackberries	Removed
298	Valley Oak	20	6	6	G	In blackberries	Removed
301	Interior Live Oak	35	14.5	30	FG	Slight lean; uneven canopy' several wounds on trunk	Retained
314	Valley Oak	25	7	13	G		Removed
319	Valley Oak	32	7	18	G	Uneven canopy due to suppression	Removed
321	Valley Oak	40	14	20	G	Several small dead branches around lower canopy	Removed
323	Valley Oak	30	12	12	G	Isolated in field	Removed
324	Interior Live Oak	40	17.5	25	FG	Some dead branches around base	Removed
325	Valley Oak	40	14	25	FG	Dead branches in canopy	Removed
326	Interior Live Oak	37	17	25	G	Lateral removed at base - possible rot	Removed
327	Interior Live Oak	25	7.5	20	G	Uneven canopy due to adjacent tree	Removed
328	Interior Live Oak	30	10.5	20	G	Cord wrapped around one stem - will eventually girdle	Removed
329	Blue Oak	25	8	10	FG	Some dead branches in lower canopy	Removed
330	Blue Oak	25	6	10	FG	Some dead branches in lower canopy	Removed
331	Valley Oak	30	7	10	G		Removed
332	Interior Live Oak	30	10	12	FG	Small dead branches throughout canopy	Retained
333	Interior Live Oak	40	17	25	G	Slight lean; minor rot at base	Retained
334	Blue Oak	40	20.5	20	F	Sparse foliage + dead branches in canopy	Retained
335	Interior Live Oak	35	9.5	20	FP	15% dead; rot at base	Retained
336	Interior Live Oak	30	9	8	P	One stem not included because dead 60% dead-broken limbs	Retained
337	Interior Live Oak	15	14	5	P	90% dead; top is broken off; only green sprouts remain	Retained
364	Interior Live Oak	30	9.5	18	G	One-sided canopy	Retained
365	Interior Live Oak	25	6.5	12	G	Few dead branches in lower canopy	Retained
381	Valley Oak	50	14.5	22	FG	Small dead branches throughout canopy	Retained
382	Valley Oak	40	8	15	G	Grape in canopy	Retained
383	Interior Live Oak	25	8	15	FP	Dying, many small to mod-sized branches	Retained
384	Valley Oak	45	11	20	FG	Uneven canopy due to suppression on one side; few dead branches	Retained
385	Interior Live Oak	45	15.5	20	G	Co-dominant trunks-possible minor included bark	Retained
388	Interior Live Oak	40	10	25	FG	Uneven canopy, slight lean	Retained
418	Valley Oak	50	24	20	G	Few small dead branches	Removed
419	Valley Oak	45	18.5	20	FG	Sever small dead branches	Removed
422	Interior Live Oak	30	27	25	FG	Trimmed under power lines along road	Removed
423	Valley Oak	35	18	15	F	Trimmed under power lines along road, several small dead branches	Removed
424	Interior Live Oak	30	11	35	FG	Heavy lean due to suppression	Removed
425	Interior Live Oak	30	11	25	FG	Suppressed	Removed
426	Interior Live Oak	30	18	30	F	Heavy pruning around power lines; suppressed	Removed
427	Valley Oak	30	8	8	F	Poor structure due to suppression, several small dead branches	Removed
428	Interior Live Oak	30	11.5	28	G	Minor pruning around power lines, suppressed on one side	Removed
429	Valley Oak	35	10	50	F	Sparse foliage, few dying branches	Removed
430	Valley Oak	40	19	20	FG	Slightly suppressed with uneven canopy	Removed
431	Valley Oak	60	16.5	12	G		Removed
433	Valley Oak	30	9	20	FG	Suppressed on one side; uneven canopy	Removed
434	Valley Oak	45	15.5	20	G	Few dead branches; suppressed on one side	Removed
436	Interior Live Oak	35	19.5	25	G		Removed
438	Valley Oak	35	9	8	FG	Several dead branches. Between large rocks	Removed
439	Valley Oak	20	12	7	FP	Rotten trunk to top of tree; foliage still green	Removed
440	Valley Oak	30	8.5	10	F	Rot at base of trunk; suppressed on one side	Removed
441	Interior Live Oak	25	6	13	FG	Growing out of large rock; surrounded by Poison oak	Removed
442	Valley Oak	40	12	20	G	Few small dead branches	Removed
443	Valley Oak	30	6	12	G	Uneven canopy due to power cable	Removed
444	Valley Oak	45	13.5	20	G	Guy wire from power pole against trunk of tree	Removed
445	Valley Oak	30	6	10	FG	Suppressed + leaning w/ uneven canopy	Removed
446	Interior Live Oak	50	15	25	G	Slight lean	Removed
447	Interior Live Oak	50	16	30	G	Slight lean; few small dead branches	Removed
450	Valley Oak	25	6	10	G	Suppressed on one side, uneven canopy	Removed
451	Interior Live Oak	50	24	30	G	English ivy growing up base; minor mistletoe	Removed
452	Valley Oak	27	13	20	FG	Several dead branches; uneven canopy	Removed
453	Valley Oak	25	6	8	G	Few small dead branches	Removed
454	Interior Live Oak	30	14.5	25	FG	Grape growing up tree to top of canopy	Removed
455	Valley Oak	40	17	20	FG	Reduced canopy growth; several dead branches	Removed
456	Valley Oak	30	11	10	F	Leaves browning early; small dead branches through out tree	Removed
457	Interior Live Oak	20	6	6	G	Suppressed, but even canopy	Removed
458	Interior Live Oak	25	7	8	PG	Sparse foliage	Removed
459	Valley Oak	45	15.5	12	FG	Several dead branches	Removed
460	Interior Live Oak	25	13	15	F	Several dead branches, rot in trunk	Removed
461	Valley Oak	22	8	8	FG	Suppressed; few small dead branches	Removed
462	Valley Oak	45	13	20	FG	Several small dead branches	Removed
463	Valley Oak	38	10.5	10	FG	Sparse foliage; several dead branches	Removed
464	Valley Oak	33	13	20	FG	Sparse foliage; several dead branches	Removed
465	Valley Oak	25	6.5	7	G	In opening in grass	Removed
466	Valley Oak	25	7	7	G	In opening in grass	Removed
467	Valley Oak	30	10.5	13	G	In opening in grass	Removed
468	Interior Live Oak	22	13	13	FP	Rotten trunk, green branches/ leaves	Removed
470	Valley Oak	40	11	115	FG	Uneven canopy - suppressed	Removed
471	Interior Live Oak	32	12	15	FG	Heavy lean due to suppression	Removed
472	Interior Live Oak	32	9	15	F	Moderate lean due to suppression; several dead branches	Removed
473	Valley Oak	50	23	30	G	Several small dead branches	Removed
474	Interior Live Oak	25	7	15	G	Minor damage from a hatchet	Removed
475	Valley Oak	15	6	10	FP	Tree bent over in U shape, rotten trunk, green leaves	Removed
476	Valley Oak	40	13	15	G		Removed
477	Interior Live Oak	25	9	22	FG	Suppressed on one side	Removed
478	Interior Live Oak	50	19	25	G	Poison oak + grape growing up trunk	Removed
479	Interior Live Oak	40	10	15	FG	Suppressed canopy one-sided w/ moderate lean	Removed
480	Interior Live Oak	15	8.5	20	P	8.5 in trunk is dead + broke off at 6ft; heavy lean due to suppression	Removed
481	Interior Live Oak	40	6	20	FG	Some dead branches; minor suppression	Removed
482	Interior Live Oak	35	8	20	F	Moderate lean due to suppression	Removed
483	Interior Live Oak	30	8	15	FG	Moderate lean due to suppression	Removed
484	Interior Live Oak	50	16	20	F	Large broken limbs	Removed
485	Interior Live Oak	45	10	25	FG	Moderate lean due to suppression; small dead branches	Removed
487	Valley Oak	60	15	25	F	Heavily trimmed around power lines; tag on flag - Poison oak	Removed
488	Valley Oak	65	25	35	G	Lots of Poison oak at base; slight lean + few dead branches	Removed
489	Valley Oak	50	13.5	15	G	Slightly suppressed on one side	Removed
490	Interior Live Oak	40	9	20	G	Poison oak + CA pipe vine growing up tree	Removed
491	Interior Live Oak	55	12	20	G	No tag - covered in Poison oak	Removed
493	Valley Oak	40	12.5	15	G	Several small dead branches	Removed
495	Interior Live Oak	35	10.5	20	FP	Growing over a rock; covered in grape; dying (40% dead canopy)	Retained
496	Valley Oak	35	11	25	FG	Moderate lean due to suppression; uneven canopy	Removed
497	Interior Live Oak	20	6	8	FG	Slight lean due to suppression; few small dead branches	Removed
498	Interior Live Oak	40	16	25	G	Moderate lean	Removed
499	Interior Live Oak	30	8	15	FG	Several dead branches; Co-dominant trunks w/ probable included bark	Retained



OAK TREE INVENTORY FOR:
ROCKLIN MEADOWS
AGULAR ROAD & GREENBRAE ROAD
SHEET 5 OF 8



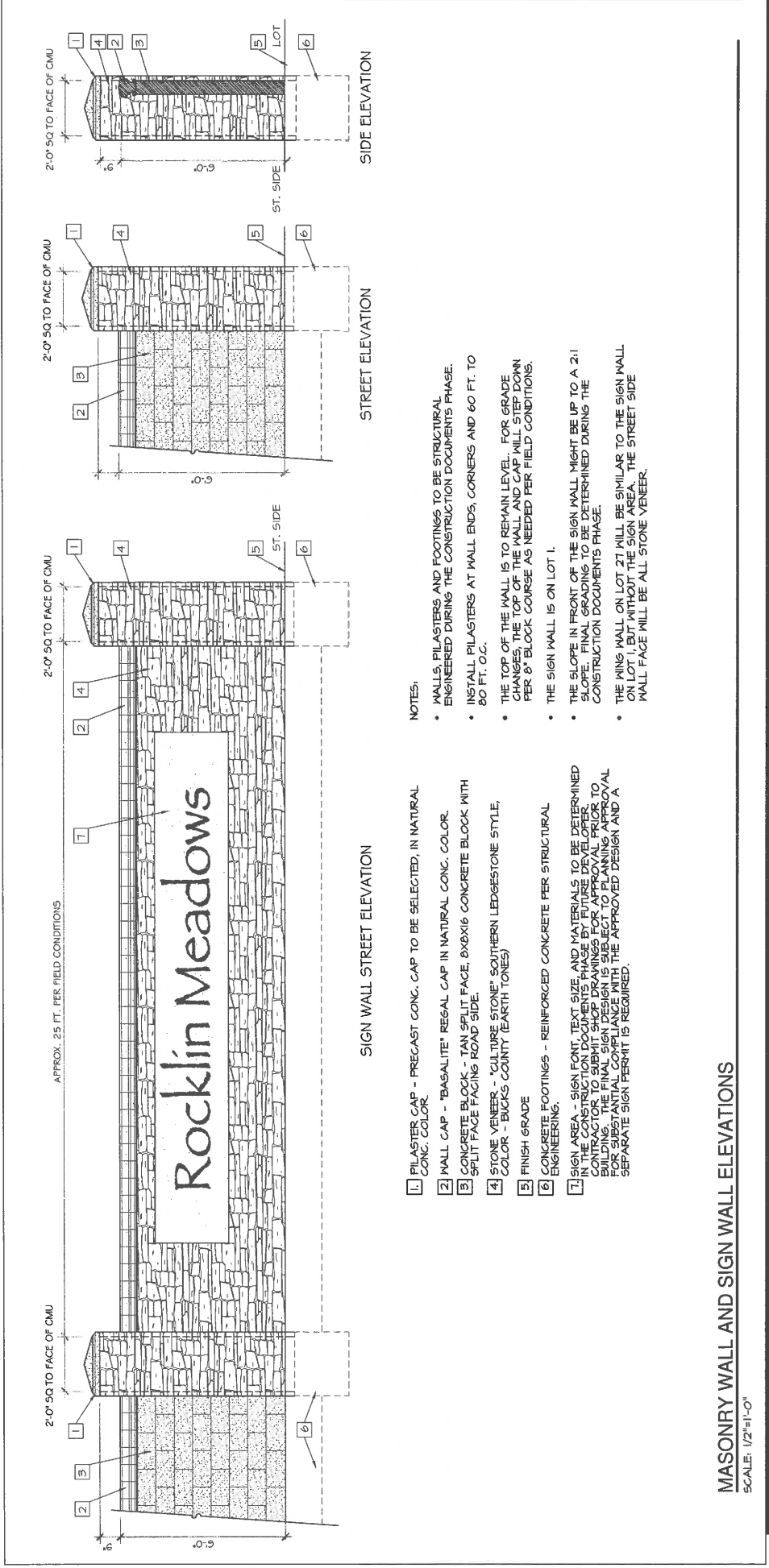
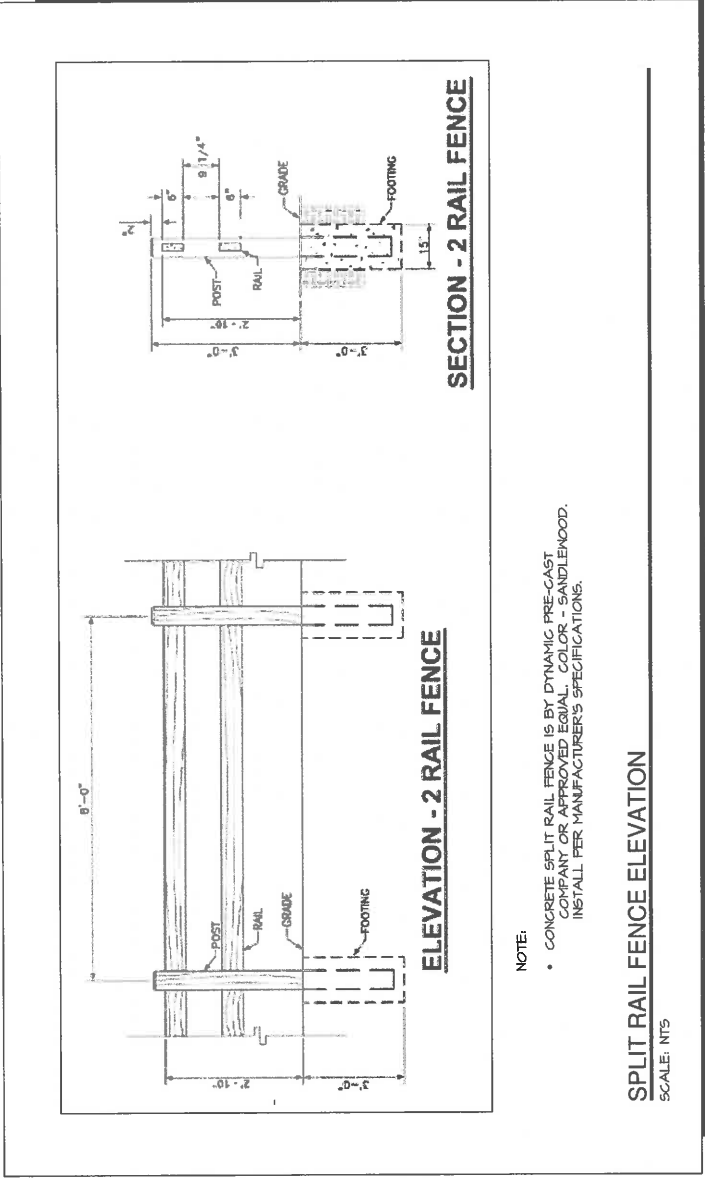
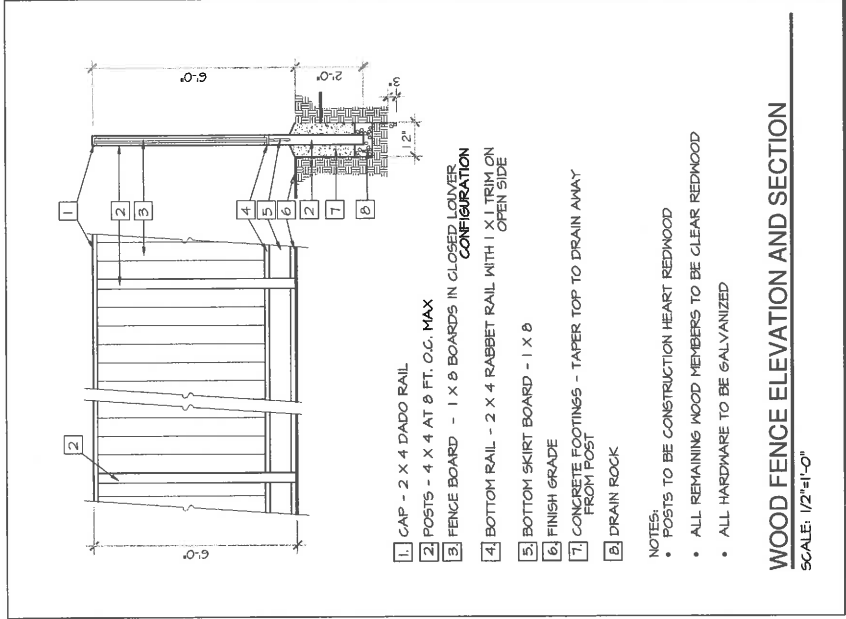
FENCE AND WALL LEGEND:

--- MASONRY WALL - SEE NEXT SHEET WITH THE FENCING DETAILS FOR ADDITIONAL INFORMATION.

--- MASONRY WALL - SEE NEXT SHEET WITH THE FENCING DETAILS FOR ADDITIONAL INFORMATION.

--- CONCRETE SPLIT RAIL FENCE - SEE NEXT SHEET WITH THE FENCING DETAILS FOR ADDITIONAL INFORMATION.

- NOTES:**
1. ALONG LOT A, IF THERE IS AN EXISTING TREE TO REMAIN THAT IS IN THE FENCE LINE, THEN THE FENCE SHALL STOP ON BOTH SIDES OF THE TREE TRUNK TO RETAIN THE TREE. EXACT LOCATIONS TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENTS PHASE.
 2. LOT 12 HAS A DRAINAGE EASEMENT ON IT.
 3. FOR LOT B (BETWEEN LOTS 21 & 22), THE WOOD FENCE IS TO STOP 30 FT. BACK FROM THE STREET'S PROPERTY LINE / RIGHT OF WAY, AND A WOOD GATE, TO MATCH FENCE DESIGN, WILL BE INSTALLED FOR MAINTENANCE ACCESS INTO LOT B. NO TREES SHALL BE PLANTED IN THE ACCESS CORRIDOR IN FRONT OF THE GATE.
 4. FOR LOT B (ALONG AGULAR ROAD ONLY) AND LOT C, THE MASONRY BLOCK WALL TO BE INSTALLED ON THE AGULAR ROAD SIDE OF THE PROPERTY LINE. THE FILASTERS ARE TO BE INSTALLED AT ENDS OF WALL, CORNERS, AND AT 60 TO 80 FT. O.C. PER FIELD CONDITIONS.
 5. A VIEWING OVERLOOK PAD SHALL BE INSTALLED OFF OF AGULAR ROAD. AN ADA COMPLIANT BENCH (SEE THE "ROCKLIN MEADOWS LANDSCAPE MATERIALS" FOR COLOR PHOTO OF BENCH) SHALL BE INSTALLED ON A CONCRETE PAD. THE BENCH SHALL BE INSTALLED ON THE AGULAR ROAD SIDE OF THE OVERLOOK PAD. THE SPLIT RAIL FENCE WILL NOT GO AROUND THE OVERLOOK PAD. THE SPLIT RAIL FENCE WILL START ON THE NORTH SIDE OF THE OVERLOOK PAD. THE OVERLOOK LAYOUT, BOULDER PLACEMENT, BENCH SELECTION AND INSTALLATION DETAILS TO BE PROVIDED IN THE CONSTRUCTION DOCUMENTS PHASE.
 6. INSTALL THE SPLIT RAIL FENCE 1 FT. OFF THE BACK OF SIDEWALK. THE FENCE WILL FOLLOW THE STREET ELEVATION.
 7. THE SIDE YARD FENCES BETWEEN HOUSES ARE SHOWN STOPPING 30 FT. BACK FROM STREET'S PROPERTY LINE / RIGHT OF WAY, AND ON STREET SIDE YARDS 15 FT. BACK FROM PROPERTY LINE / RIGHT OF WAY PER CITY OF ROCKLIN STANDARDS.
 8. A 6" WIDE CONCRETE MOK BAND WILL BE INSTALLED AS A DIVIDER BETWEEN THE PUBLIC LANDSCAPE CORRIDORS AND THE RESIDENTIAL LOTS. THESE CONCRETE BANDS WILL BE LOCATED DURING THE CONSTRUCTION DOCUMENTS PHASE.
 9. GRANITE BOULDERS WILL BE INCORPORATED INTO THE LANDSCAPE CORRIDORS DURING THE CONSTRUCTION DOCUMENTS PHASE.
 10. REFER TO "ROCKLIN MEADOWS LANDSCAPE MATERIALS" (SEPARATE 8.5' X 11" SHEETS) FOR THE MASONRY WALL, SPLIT RAIL FENCE, AND BENCH COLORS AND MATERIALS.



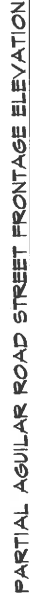
TENTATIVE MAP PRELIMINARY FENCING DETAILS

ROCKLIN MEADOWS
AGULAR ROAD AND GREENBRAE ROAD, ROCKLIN, CA

ROCKLIN MEADOWS GREENBRAE 22 LLC
1817 MARYAL DR., SUITE 100, SACRAMENTO, CA

6-117-18
MARCH 31, 2015

SHEET 7
OF 8



NOTE: THE EXACT QUANTITY, LOCATIONS, AND TYPES OF PLANT MATERIALS, FINISH SITE GRADING, AND WALL REFINEMENTS TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE. THIS IS A GRAPHIC REPRESENTATIVE OF THE PROPOSED LANDSCAPING AND WALLS.

NOTE:
THIS IS

NOTE: THE EXACT QUANTITY, LOCATIONS, AND TYPES OF PLANT MATERIALS, FINISH SITE GRADING, AND WALL REFINEMENTS TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE. THIS IS A GRAPHIC REPRESENTATIVE OF THE PROPOSED LANDSCAPING AND WALLS.

COBBLE SLOPE

 GEO-CLOTH WITH COBBLE FOR EROSION CONTROL (TO PREVENT EROSION OF SLOPE, DESIGN SHALL PREVENT RUNOFF FROM LOTS FLOWING UNDER THE FABRIC / ROCK.)

HYDROSEED

NON-IRRIGATED WILDFLOWER MIX

REMARKS
HYDRO
FALL

NOTES:

1. DURING THE CONSTRUCTION DOCUMENT PHASE, A COMPLETE PLANTING PLAN WILL BE PROVIDED THAT WILL SHOW THE EXACT QUANTITY AND LOCATIONS OF ALL PLANTS TO BE PLANTED. THE PLANTING PLAN WILL PROVIDE SPECIFIC SUFFICIENT QUANTITIES AND SPACING OF PLANTS TO THE SATISFACTION OF THE CITY OF ROCKLIN.
2. NEW LANDSCAPING FOR LOTS 'A', 'B', AND 'C' SHALL MEET CURRENT ROCKLIN AND STATE WATER USE RESTRICTIONS.
3. NEW LANDSCAPING FOR LOTS 'A', 'B' (BETWEEN WALL AND AGUILAR RD.), AND 'C' SHALL BE WATERED WITH AN AUTOMATIC IRRIGATION SYSTEM DESIGNED DURING THE CONSTRUCTION DOCUMENT PHASE.
4. LOT 12 HAS A DRAINAGE EASEMENT ON IT. AND THE EASEMENT WILL BE COVERED WITH ROCK. NO PLANTING IS PROPOSED FOR THE EASEMENT.
5. GRANITE BOLDERS WILL BE INCORPORATED INTO THE LANDSCAPE CORRIDORS DURING THE CONSTRUCTION DOCUMENTS PHASE.
6. REFER TO "ROCKLIN MEADOWS LANDSCAPE MATERIALS" (SEPARATE 0.5" x 11" SHEETS) FOR COLOR PHOTOS OF PROPOSED PLANT MATERIAL.



TENTATIVE MAP PRELIMINARY LANDSCAPE PLAN

ROCKLIN MEADOWS
AGUILAR ROAD AND GREENBRAE ROAD, ROCKLIN, CA

ROCKLIN MEADOWS GREENBRAE 22 LLC
1817 MARYAL DR., SUITE 100, SACRAMENTO, CA



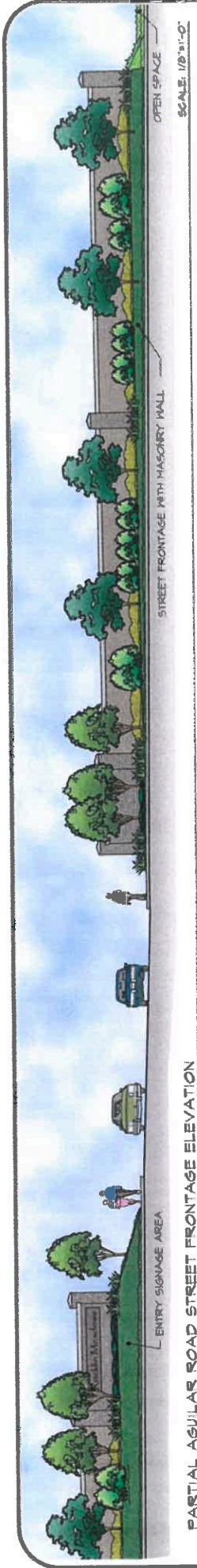
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SCALE: 1" = 40'-0"

C-117-1B

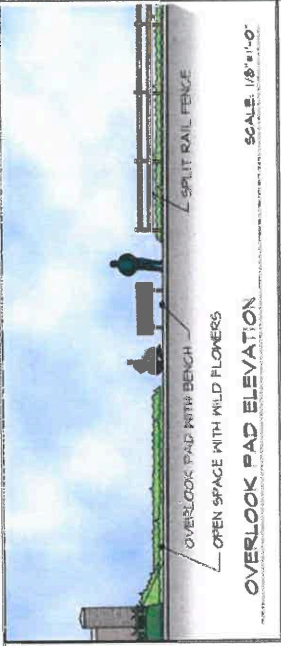
MARCH 31, 2015

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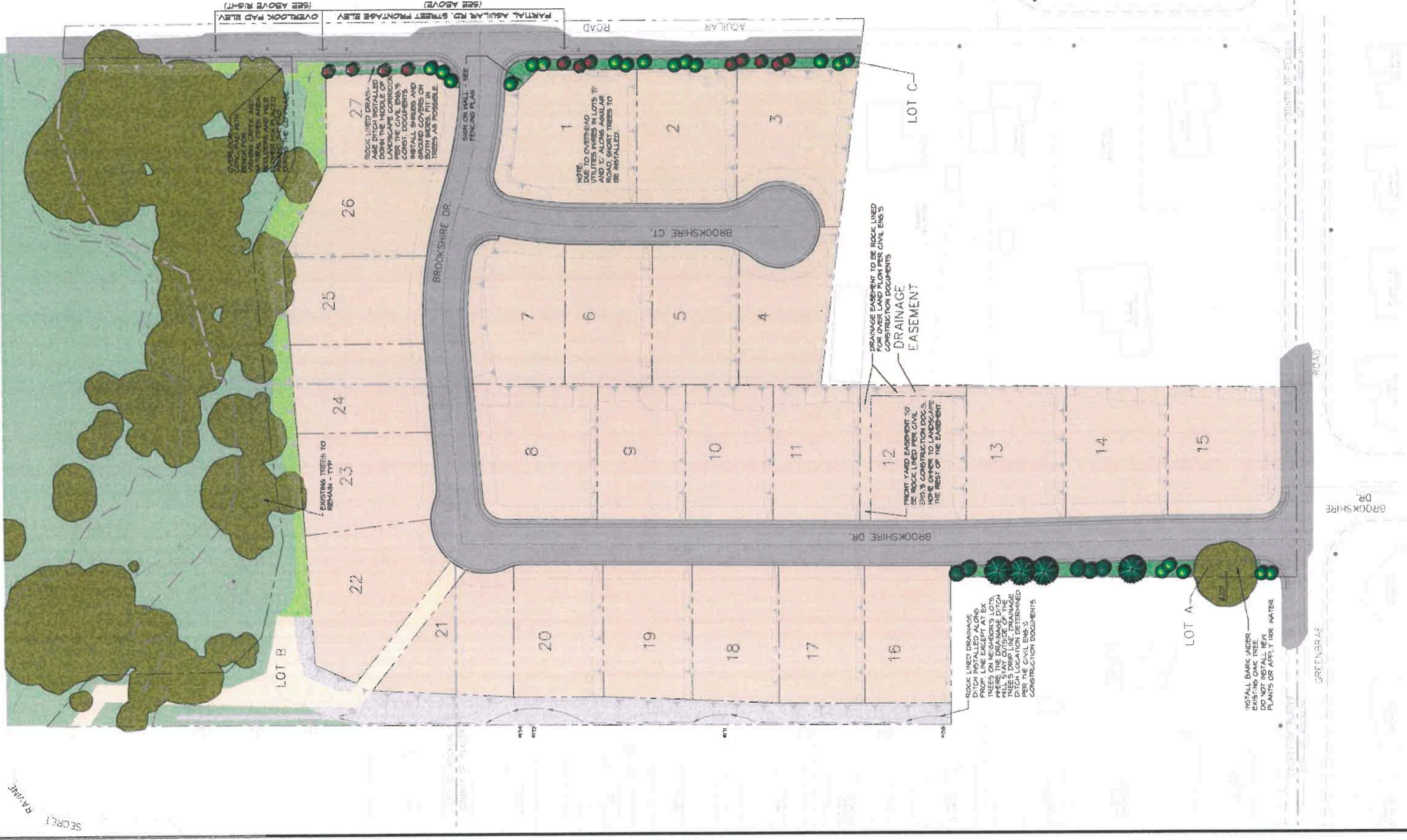









PARTIAL AGULAR ROAD STREET FRONTAGE ELEVATION

NOTE: THIS IS A GRAPHIC REPRESENTATIVE OF THE PROPOSED LANDSCAPING AND WALLS. THE EXACT QUANTITY, LOCATIONS, AND TYPES OF PLANT MATERIALS, FINISH SITE GRADING, AND WALL REFINEMENTS TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE.



OVERLOOK PAD ELEVATION



PRELIMINARY PLANT LIST			
ISEES	BOTANICAL/COMMON	SIZE	REMARKS
	AREBUTUS UNEDO - STANDARD / STRAWBERRY TREE	15 GAL	LOW WATER USE
	LAGERSTROEMIA INDICA 'DYNAMITE' / GRAPE MYRTLE	15 GAL	LOW WATER USE
	PHOTINIA FRASERI - STANDARD / PHOTINIA	15 GAL	MED WATER USE
	PINUS HALEPENSIS / ALLEPO PINE	15 GAL	LOW WATER USE
SHRUBS & BOTANICAL/COMMON			
GROUND COVERS			
	ABELIA GRANDIFLORA EDWARD GOUCHER / GLOSSY ABELIA	5 GAL	MED WATER USE
	ARGENTOSTAPHYLOS EMERALD CARPET / EMERALD CARPET MANZANITA	1 GAL	LOW WATER USE
	ARGENTOSTAPHYLOS DENSIFLORA HOWARD 'MCNINI' / HOWARD MCNINI MANZANITA	5 GAL	LOW WATER USE
	CISTIS 'SUNSET' / SUNSET ROCKROSE	1 GAL	LOW WATER USE
	DIETES BICOLOR / FORTNIGHT LILY	1 GAL	LOW WATER USE
	HETEROMELES ARBUTIFOLIA / TOTON	5 GAL	LOW WATER USE
	LOXOPETALUM CHINENSE 'SIZZLING PINK' / SIZZLING PINK FRINGE FLOWER	5 GAL	MED WATER USE
	MYLENBERGIA CAPILLARIS REGAL MIST / REGAL MIST PINK MIHL	1 GAL	LOW WATER USE
	NANDINA DOMESTICA / HEAVENLY BAMBOO	5 GAL	LOW WATER USE
	PHORUM TENAX 'ATROPURPUREUM' COMPACTUM / NEW ZEALAND FLAX	5 GAL	LOW WATER USE
	RHAPHIOLEPS INDICA 'SPRINGTIME' / SPRINGTIME INDIAN HAWTHORN	5 GAL	LOW WATER USE
	ROSMARINUS OFFICINALIS 'PROSTRATUS' / DWARF ROSEMARY	1 GAL	LOW WATER USE
	VIBURNUM TINS 'SPRING BOUQUET' / SPRING BOUQUET LAURESTINUS	5 GAL	LOW WATER USE
COBBLE SLOPE			
	GEO-CLOTH WITH COBBLE FOR EROSION CONTROL. (TO PREVENT EROSION OF SLOPE, DESIGN SHALL PREVENT RUNOFF FROM LOTS FLOWING UNDER THE FABRIC / ROCK.)		
HYDROSEED			
	NON-IRRIGATED WILDFLOWER MIX	CONT	REMARKS HYDROSEED IN FALL

NOTES:

- DURING THE CONSTRUCTION DOCUMENT PHASE, A COMPLETE PLANTING PLAN WILL BE PROVIDED THAT WILL SHOW THE EXACT QUANTITY AND LOCATIONS OF PLANT MATERIALS, FINISH SITE GRADING, AND WALL REFINEMENTS TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE.
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- REFER TO "ROCKLIN MEADOWS LANDSCAPE MATERIALS" (SEPARATE 0.5' X 11' SHEETS) FOR COLOR PHOTOS OF PROPOSED PLANT MATERIAL.



TENTATIVE MAP PRELIMINARY LANDSCAPE PLAN

ROCKLIN MEADOWS
AGULAR ROAD AND GREENBRAE ROAD, ROCKLIN, CA

ROCKLIN MEADOWS GREENBRAE 22 LLC
1811 MARYAL DR., SUITE 100, SACRAMENTO, CA



0' 20' 40' 80'

SCALE: 1" = 40'-0"
C-11-T-15
MARCH 9, 2015

SHEET 8
OF 8

EXHIBIT B

Tentative Subdivision Map, SD-2013-08/TRE2015-0004

Available at the Economic and Community Development Department, Planning Division

May 19, 2015

Marc Mondell



APPROVED BY
CITY COUNCIL ON

Agenda Item #14.

June 23, 2015

Barbara Ivanusich

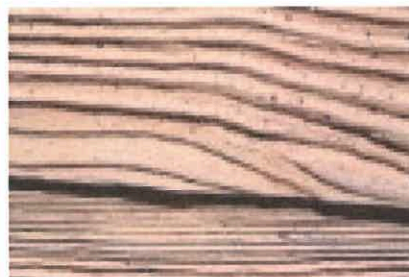
ROCKLIN MEADOWS

AGUILAR ROAD AND GREENBRAE ROAD, ROCKLIN, CA

LANDSCAPE MATERIALS

EXHIBIT B

SD-2013-08



SANDLEWOOD COLOR

CONCRETE SPLIT-RAIL FENCE



REGAL WALL CAP



PILASTER CAP



TAN SPLIT-FACED CONCRETE BLOCK



STONE VENEER

MASONRY WALL



RECYCLED PLASTIC BENCH

ROCKLIN MEADOWS LANDSCAPE MATERIALS

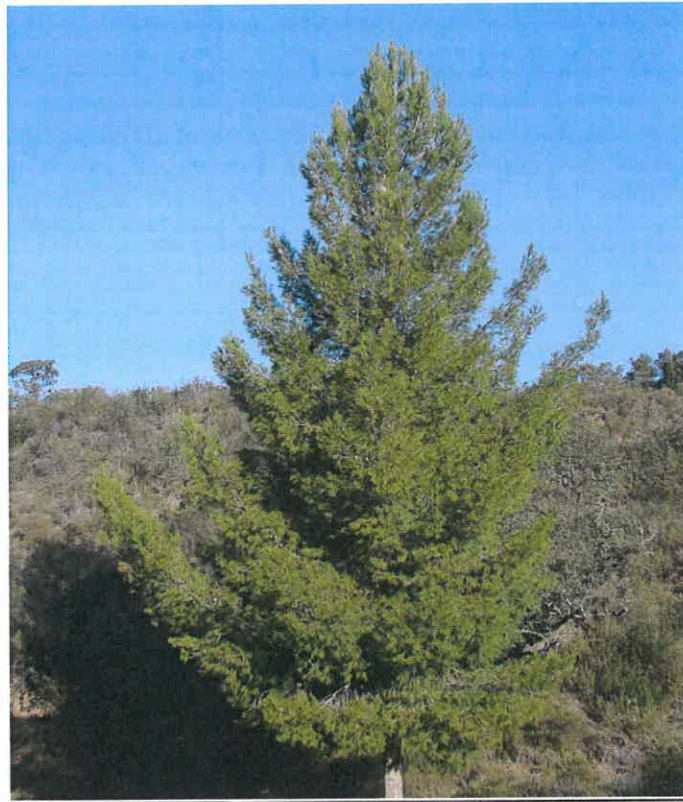
TREES



ARBUTUS UNDEO / STRAWBERRY TREE (15' HT x 15' SP)



LAGERSTROEMIA I. 'DYNAMITE' / DYNAMITE CRAPE MYRTLE (15' HT x 15' SP)



PINUS HALEPENSIS / ALEPPO PINE (50' HT x 30' SP)



PHOTINIA FRASERI (STANDARD) / TREE-FORM PHOTINIA (15' HT x 15' SP)

SHRUBS & GROUND COVERS



ABELIA G. 'EDWARD GOUCHER' / GLOSSY ABELIA (5' HT x 5' SP)



ARCTOSTAPHYLOS 'EMERALD CARPET' / EMERALD CARPET MANZANITA
(1' HT x 5' SP)



ARCTOSTAPHYLOS D. 'HOWARD MCMINN' / HOWARD MCMINN MANZANITA
(5' HT x 6' SP)



CISTUS 'SUNSET' / SUNSET ROCKROSE (2' HT x 6' SP)



DIETES BICOLOR / FORTNIGHT LILY (3' HT x 3' SP)



HETEROMELES ARBUTIFOLIA / TOYON (8' HT x 8' SP)



LOROPETALUM C. 'SIZZLING PINK' / SIZZLING PINK FRINGE FLOWER (5' HT x 5' SP)



MUHLENBERGIA C. 'REGAL MIST' / REGAL MIST PINK MUHLY (3' HT x 5' SP)



NANDINA DOMESTICA / HEAVENLY BAMBOO (6' HT x 4' SP)



PHORMIUM T. 'ATROPURPUREUM COMPACTUM' / NEW ZEALAND FLAX (5' HT x 5' SP)



RHAPHIOLEPIS I. 'SPRINGTIME' / SPRINGTIME INDIAN HAWTHORN (5' HT x 5' SP)



ROSMARINUS O. 'PROSTRATUS' / DWARF ROSEMARY (2' HT x 8' SP)



VIBURNUM T. 'SPRING BOUQUET' / SPRING BOUQUET LAURUSTINUS (10' HT x 5' SP)

HYDROSEED



NON-IRRIGATED WILDFLOWER MIX



Rocklin Meadows Greenbrae 22 LLC

Peter M. Saetes, Manager

1817 Maryal Drive, Suite 100

Sacramento, CA 95864

(916) 628-7778

fax (916) 756-2400

peter@saetesinvestments.com

June 1, 2017

City of Rocklin
Dara Dungworth, Senior Planner
Planning Division
3970 Rocklin Road
Rocklin Ca 95677

Regarding: Tentative Map Extension Request

Please accept this letter as our formal request to extend the Rocklin Meadows Tentative Subdivision Map approved on June 23, 2015.

This extension of time request is largely due to the loss of time associated with the Annexation of the Greenbrae Island through the County of Placer and LAFCO.

Attached herewith this extension request letter, please find the Application Fee in the sum of \$4,587.00, the legal noticing materials (map, list and 2 sets of labels).

For all future communications, please address your correspondence as follows:

Rocklin Meadows Greenbrae 22, LLC
Peter Saetes, Manager
1817 Maryal Drive Suite 100
Sacramento CA 95864

Please process the application at your earliest opportunity as time is of the essence for this Map.

Thank you,

Rocklin Meadows Greenbrae 22, LLC
Peter Saetes, Manager



BACK TO AGENDA

RESOLUTION NO. CC-2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A ONE-YEAR
TIME EXTENSION OF A TENTATIVE SUBDIVISION MAP AND AN
OAK TREE PRESERVATION PLAN PERMIT
(ROCKLIN MEADOWS EXTENSION/ SD-2013-08 and TRE-2015-0004

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. A Tentative Subdivision Map (SD-2013-08) and Oak Tree Preservation Plan Permit (TRE-2015-0004) were approved via City Council Resolution No. 2015-165 on June 23, 2015 to allow for the development of 27 single-family residential lots and three lettered landscape, utility easement, and maintenance access lots. Assessor Parcel Numbers (APNs) 045-120-012, -037, -049, -056, -057, and -059.

B. A Mitigated Negative Declaration of environmental impacts prepared for this project was approved via City Council Resolution No. 2015-164 on June 23, 2015.

C. The project applicant has applied to extend the project entitlements beyond the original June 23, 2017 expiration date, consistent with the requirements of the Municipal Code.

D. The approved project, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The approved project, 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 approved type and density of development.

G. The approved design of this project is compatible with surrounding development, natural features and constraints.

H. The height, bulk, area, color scheme and materials of the approved buildings and structures are compatible with surrounding development.

I. The design of the approved project 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 project and type of improvements will not cause serious public health problems.

K. The design of the approved project 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.

L. The design of the approved project provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The one-year extension of time for the Rocklin Meadows Tentative Subdivision Map (SD-2013-08) and Oak Tree Preservation Plan Permit (TRE-2015-0004) as depicted in City Council Resolution 2015-165 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 2015-165 by one year to June 23, 2018, unless prior to that date a building permit has been issued or a further time extension has been granted. In addition, the City Council hereby approves an additional 12-month time extension through June 23, 2019 if an amendment to the Municipal Code has been approved to allow time extension approvals for more than 12 months prior to June 23, 2018.
2. The originally-approved resolutions and associated exhibits shall govern the design and construction of the project.

PASSED AND ADOPTED _____, 2017, by the following roll call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



City Council Report


[BACK TO AGENDA](#)

Subject: Sunset Hills Townhomes – Entitlement Time Extension
 Tentative Subdivision Map, SD-2013-03
 Design Review, DR-2013-04
 Oak Tree Preservation Plan Permit, TRE-2013-13

Date: July 25, 2017

Submitted by: Marc Mondell, Economic and Community Development Director
 Bret Finning, Manager Planning Services
 Nathan Anderson, Associate Planner

Department: Economic and Community Development Department

Proposal/Application Request

This application is a request for approval of a one-year extension of time for the following previously approved entitlements to allow the development of the Sunset Hills Townhomes project:

- A Tentative Subdivision Map (SD-2013-03) to subdivide approximately 11.2 gross acres into 26 residential building lots containing 148 air-space condominium units, one common area lot for circulation, recreational facilities, and landscaping, and one common area lot for an open space/conservation area.
- A Design Review (DR-2013-04) to approve the design of the multi-family townhomes and the associated site design and landscaping.
- An Oak Tree Preservation Permit (TRE-2013-13) to allow the removal of up to 51 oak trees.

Staff Findings

Staff finds this request to be consistent with the existing General Plan designations and zoning. The proposed extension to a previously-approved project would be compatible with anticipated development of surrounding residential designated properties.

City Council Report
 Sunset Hills Townhomes – Entitlement Time Extension
 July 25, 2017
 Page 2

Recommendation

Staff recommends that the City Council approve the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A ONE-YEAR TIME EXTENSION OF THE SUNSET HILLS TOWNHOMES TENTATIVE SUBDIVISION MAP, AN OAK TREE PRESERVATION PLAN PERMIT, AND A DESIGN REVIEW
(Sunset Hills Townhomes Extension / SD-2013-03, DR-2013-04, and TRE-2013-13)

Location

The subject property is made up of two lots totaling approximately 11.2 gross acres generally located at the northwest corner of Sunset Boulevard and South Whitney Boulevard (**Figure 1**). Assessor Parcel Numbers (APNs) 016-210-011 & 016-240-044.

Figure 1 – Location Map



Time Extension

The City Council originally approved the Sunset Hills Townhomes project on June 9, 2015. The Tentative Subdivision Map and Oak Tree Permit were approved via Resolution No. 2015-143 (**Attachment A**) and the Design Review was approved via Resolution No. 2015-144 (**Attachment**

City Council Report
Sunset Hills Townhomes – Entitlement Time Extension
July 25, 2017
Page 3

B). Per the requirements of the Municipal Code, these approvals were conditioned to expire two years from the date of approval (June 9, 2017) unless a building permit was issued or an extension approved.

On May 22, 2017, a request for an extension was submitted (**Attachment C**). This application automatically extended the project until the proposed extension is acted upon by the City Council.

In addition to the three entitlements listed above, the original project also included a General Development Plan (PDG-2013-03) and Rezone (Z-2013-04). Because these two entitlements were approved via Ordinance and went into effect 30 days after their approval, no extension to the General Development Plan or Rezone is required.

According to the Municipal Code, the Council may grant one or more extensions of time up to, but not exceeding, an additional five years beyond the initial 24 months allowed for filing a final map, and any automatic extensions allowed by the State. Therefore, if the proposed extension were to be approved, the project would still be eligible for up to four additional one-year time extensions under the provisions of State law and the Rocklin Municipal Code.

Code Amendment

On June 13, 2017, the City Council approved a Resolution of Intent (ROI) directing staff to review the current subdivision requirements, specifically with regard to tentative map extensions. Subdivision Map Act Section 66452(E) currently states that the length of time which a map may be extended may be a period or periods not exceeding a total of six years. However, Section 16.20.060 of the Municipal Code currently limits the length of any single extension to one year, potentially requiring six separate hearings in order to extend a project the total length of time allowed by the Map Act.

To improve consistency with the Map Act and to reduce the amount of staff resources dedicated to processing extensions, staff is preparing an amendment to Section 16.20.060 of the Municipal Code to increase the maximum allowed length of extensions beyond the one year which is currently allowed. It is anticipated that this process will take several months. During this period, several tentative maps will be nearing the end of their previously-approved timelines and will likely be submitted for extensions. Due to these concurrent processes, staff proposes that, if the City Council approves an amendment to the Municipal Code to allow time extension approvals for more than 12 months, then the Council automatically approves this extension for an additional 12-month period through June 9, 2019. See Condition of Approval #1 of the project Resolution.

City Council Report
Sunset Hills Townhomes – Entitlement Time Extension
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Owner/Applicant

The applicant and property owner is USA Investment Associates, Inc.

Environmental

A Mitigated Negative Declaration of Environmental Impacts was previously approved by the Rocklin City Council through Resolution No. 2015-142. The requested time extension would not result in any environmental impacts beyond those that were previously identified.

Attachments

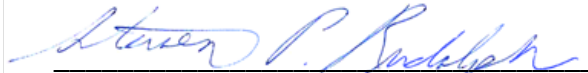
Attachment A – City Council Resolution 2015-143 (SD-2013-03 & TRE-2013-13)

Attachment B – City Council Resolution 2015-144 (DR-2013-04)

Attachment C – Extension Request



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

Prepared by Nathan Anderson, Associate Planner

RESOLUTION NO. 2015-143

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
A TENTATIVE SUBDIVISION MAP AND OAK TREE PRESERVATION PLAN PERMIT

(Sunset Hills Townhomes / SD-2013-03 and TRE-2013-13)

The Planning Commission 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 and Oak Tree Preservation Plan Permit (SD-2013-03 and TRE-2013-13) allow the subdivision of the approximately 11.2 gross acre site into 26 residential building lots and 2 lettered lots and removal of up to 51 oak trees.

B. A Mitigated Negative Declaration for this project has been recommended for approval via Planning Commission Resolution No. 2015-142.

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 proposed General Development Plan and Rezone for the property (PDG-3013-03 and Z-2013-04) being processed concurrently.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies 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 Sunset Hills Townhomes Tentative Subdivision Map and Oak Tree Preservation Plan Permit (SD-2013-03 and TRE-2013-13) as depicted in Exhibits A and B attached hereto and by this reference incorporated herein, and as depicted in Exhibit B of the concurrent Design Review (DR-2013-04) and by this reference incorporated herein, are hereby approved by the City Council, subject to the conditions listed below. The approved Exhibits A, B, and Exhibit B of DR-2013-04 shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibits A, B, and Exhibit B of DR-2013-04 shall be controlling and shall modify Exhibits A, B, and Exhibit B of DR-2013-04. All other plans, specifications, details, and information contained within Exhibits A, B, and Exhibit B of DR-2013-04 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 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 AT&T and Pacific Gas & Electric (AT&T, PG&E, 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, open space, improvements such as sound walls, and provision of new or enhanced services such as street lighting, to the satisfaction of the City Finance Manager. (FINANCE, ENGINEERING, PUBLIC SERVICES)

2. Schools

The following condition 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. Fire Service

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 PCWA. (PCWA, ENGINEERING, FIRE)

4. 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)

- 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 exhibits, shall be included in the improvement plans for the project. The grading and drainage plan shall include the following: (ENGINEERING, PLANNING)
 - i. Provisions for detaining run off at pre-development levels, to the satisfaction of the City Engineer and Public Services Director, including the location and specifications of the on-site detention basins. The following shall be provided:
 - 1) Prior to or concurrently with the approval of the final map, an appropriate restriction shall be recorded over the detention basin to assure its availability and use for this purpose and use in perpetuity.
 - 2) Prior to or concurrently with the approval of the improvement plans, a detention basin maintenance plan shall be developed by the subdivider and submitted to and approved by the City Engineer. The plan shall not provide for public ownership of any portion of the detention basin.
 - ii. Site drainage including features such as lined drainage swales.
 - iii. 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.
 - iv. 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.
 - v. Subdivider shall prepare a storm water pollutant protection plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.
 - vi. 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.

- vii. 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. Stormwater 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, the Sacramento Stormwater Quality Partnership's Stormwater Quality Design Manual for the Sacramento and South Placer Regions, the City's Post- Construction Manual (if published at the time of improvement plan preparation), 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.

Provisions for the maintenance and periodic inspection of permanent facilities shall be addressed to the satisfaction of the City Engineer and the Public Services Director and shown on the improvement plans. These provisions shall include periodic inspection, cleaning, and the replacement of filter materials, as necessary, to retain the integrity of the BMP/BAT. (ENGINEERING, PUBLIC SERVICES)

- viii. 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.
 - 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.
- ix. Prior to any grading or construction activities, the subdivider shall comply with the following and include on the improvement plans as notes:
- 1) *Nesting Raptors and Migratory Birds*
 - a. The applicant/developer shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February - August).
 - b. If vegetation removal and/or project grading or construction activities occur during the nesting season for raptors and migratory birds (February-August), the applicant/developer shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 30 days prior to initiation of development activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of grading or construction activities, documentation of the survey shall be provided to the City of Rocklin Public Services Department. If the survey results are negative, no further mitigation is required and necessary tree removal may proceed.
 - c. If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the

size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot buffers). Monitoring of the nest by a qualified biologist may be required if the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September-January), a survey is not required and no further studies are necessary. (IV.-2)

d. The following subdivision improvements shall be designed, constructed, and/or installed:

i. All on-site standard subdivision improvements, including driveways, curbs, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants. All Emergency Vehicle Accesses (EVAs) shall be shown, or approved equivalent, to the satisfaction of the Fire Chief and the Director of Public Services, including collapsible bollards and turf stone pavers at Chalmette Court and matching gates to the perimeter fence with opticom and Knoxbox access on Sunset Boulevard. (ENGINEERING, PUBLIC SERVICES, PLANNING, FIRE)

ii. 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, elects. 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.

iii. The following on-site special improvements:

Streetlights

- 1) Decorative residential street lights as shown in Exhibit A shall be installed on all streets within the subdivision. Lighting installation and wiring shall comply with all applicable City standards.

All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off decorative lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. Light poles shall be a maximum of 20 feet in height as measured from grade to the top of the light. The lighting design plan shall be approved by Economic and Community Development Director for compliance with this condition.

Walls and Fences

- 2) A six (6) foot tall masonry sound wall shall be constructed along the property line shared with the commercially zoned property to the northeast to create a noise barrier. The barrier height is relative to the final building pad elevations. Said wall shall be decorative masonry (split face on both sides, with decorative cap, and decorative stone pilasters with cap). The stone veneer on the pilasters shall match the ledge stone of the monument sign, or be an approved equivalent. Pilaster spacing shall be at intervals no greater than 60 feet on center, shall be located at wall ends, corners, and at changes of height and direction. Pilasters shall be at least 36 inches wide and fully covered with the decorative stone veneer, to the satisfaction of the Public Services Director.
- 4) A tubular steel fence with decorative stone-veneer pilasters to match the sound wall shall be constructed along the property line fronting on Sunset Boulevard. A gate shall be included to provide homeowners association maintenance and emergency response access to Lot A, to the satisfaction of the Public Services Director and the Fire Chief.

The tubular steel fence shall be in substantial compliance with Exhibit A, have flat top pickets (or have a smooth rail at the top), be powder-coated a dark color, and be constructed of medium gauge, or better, steel or aluminum, to the satisfaction of the Economic and Community Development Director.

- 5) A “lock and load”, or approved equivalent, concrete retaining wall to match that on the Atlantis/Sunset Hills project shall be constructed to retain the slope along the boundary of Open Area Lot A, as shown in Exhibit A.
- 6) Segmental block retaining walls in substantial compliance with the types and locations shown in Exhibit A.
- 7) Rockery walls in substantial compliance with the type and locations shown in Exhibit A.

Enhanced paving at entrances

- 8) Enhanced paving at all four driveways, to the satisfaction of the Director of Public Services and Economic and Community Development Director.

iv. The following off-site improvements:

- 1) Frontage improvements along Sunset Boulevard, including curb, gutter, and sidewalk, to the satisfaction of the City Engineer and the Public Services Director.
- 2) The median modifications on South Whitney Boulevard as shown in Exhibit A and to the satisfaction of the City Engineer and the Public Services Director.
- 3) The applicant/developer shall coordinate road improvement work on South Whitney Boulevard with the City’s re-paving project to the extent feasible and subject to the satisfaction of the City Engineer and the Public Services Director.

- e. Landscape and irrigation plans within the public rights-of-way along Sunset Boulevard and South Whitney Boulevard shall be included with

the project improvement plans and shall comply with the following:
(ENGINEERING, PUBLIC SERVICES, PLANNING)

- i. Landscaping and an automatic irrigation system shall be installed in the following areas and as shown in Exhibit A:
 - 1) Street landscaping within the public right-of-way on Sunset Boulevard.
 - 2) Street landscaping within the public right-of-way on South Whitney Boulevard.
- ii. An irrigation system stub shall be provided in Lot B to permit the connection and operation of a temporary irrigation system in Lot A, to the satisfaction of the Economic and Community Development Director and the Public Services Director.
- iii. Use of granite or moss rock boulders, unfinished granite slabs, or an approved equal accent feature, along the planting areas, to the satisfaction of the Economic and Community Development Director and the Public Services Director.
- iv. The landscaping plan shall be prepared by a landscape architect and shall include:
 - 1) 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 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock. The legend shall provide the numbers of plants and the groundcover spacing to achieve compliance with the landscape plan in Exhibit B of the Design Review. Plant quantities shall be adjusted at the determination of the Public Works Director to achieve compliance with the approved Design Review Exhibit B and this condition. Plant varieties shall be provided in the largest nursery container locally available regardless of which category and of what size they are shown in the Plant Schedule (e.g. shrubs such as Agapanthus shall be provided in five gallon containers even though they are scheduled as perennials and one gallon containers).

Another tree species shall be substituted for Italian Cypress where specified, subject to the approval of the Public Services Director.

- 2) A section diagram of proposed tree staking.
 - 3) 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 of Rocklin.
 - 4) Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.
 - 5) 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.
- v. 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.
 - vi. The landscaping and irrigation systems within the public rights-of-way on Sunset Boulevard and Chalmette Court shall be maintained by the developer/homeowners association. The developer/homeowners association shall apply for and obtain an encroachment permit to do any maintenance in the public right-of-way.
- f. All rights-of-way and easements, if any, 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)

- g. 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:
 - Recommendations for building pad and footing construction;
 - Use of soil stabilizers or other additives; and
 - Recommendations for surface drainage.
- h. Provisions for dust control, re-vegetation of disturbed areas, and erosion control, in conformance with the requirements of the City of Rocklin, including but not limited to the following items, which shall be included in the project notes on the improvement plans: (ENGINEERING)
 - i. The prime contractor shall submit to the District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the District prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.
 - ii. During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.
 - iii. During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.
 - iv. Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.

- v. All grading operations shall be suspended when fugitive dust emissions exceed District Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is CARB-certified to perform Visible Emissions Evaluations (VEE). This individual shall evaluate compliance with Rule 228 on a weekly basis.
- vi. Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed District Rule 228-Fugitive Dust limitations.
- vii. The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall “wet broom” the streets (or use another method to control dust as approved by the individual jurisdiction) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.
- viii. The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.
- ix. The contractor shall apply water or use other method to control dust impacts offsite. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.
- x. All construction equipment shall be maintained in clean condition.
- xi. Chemical soil stabilizers, vegetative mats, or other appropriate best management practices, in accordance with manufacturers’ specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).
- xii. All exposed surfaces shall be revegetated as quickly as feasible.
- xiii. If fill dirt is brought to the construction site or dirt is exported from the site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
- xiv. Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall

be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.

- xv. Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the PCAPCD prior to construction or use of equipment and obtain any necessary permits.
- xvi. In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).
- xvii. Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by APCD to cease operations and the equipment must be repaired within 72 hours.
- xviii. Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.
- xix. Any diesel powered equipment used during project construction shall be Air Resources Board (ARB) certified.
- i. The applicant shall comply with the following which shall be Included as project notes on the improvement plans:
 - i. If an inadvertent discovery of cultural materials (e.g., unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the City's Environmental Services Manager, and the Native American Heritage Commission shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e., whether it is a historical resource, a unique archaeological resource, or a unique paleontological resource) and shall develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs,

logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations, and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts.

In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5 (e)(1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Environmental Services Manager shall also be notified. If the remains are Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB2641 (2006). (V.-1)

- ii. If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature (or features), the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and/or remediation of the feature. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be

completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, prior to completion of grading/construction in the affected area.

- iii. 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.
- iv. 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)

5. Landscaping Maintenance Agreement

Prior to approval of a final map the subdivider shall enter into an agreement with the City of Rocklin providing for the maintenance of all landscaping and irrigation within the public rights-of-way along Sunset Boulevard and South Whitney Boulevard. The agreement shall stipulate that the subdivider shall maintain all plant materials and the irrigation system. The agreement shall also indemnify the City against claims arising from developer's activities and shall be recorded and binding on successors in interest of the developer.

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 SERVICES)

7. Signage^[BF1]

- a. All signs shall conform to the Sign Ordinance of the City of Rocklin and the sign design(s) and location(s) as shown on Exhibit B. (PLANNING)
- b. Project signage shall be substantially similar to Exhibit B, to the satisfaction of the Economic and Community Development Director. (PLANNING)
- c. If the project signs are to be illuminated, ground mounted lighting shall comply with the following, to the satisfaction of the Economic and Community Development Director: (PLANNING)
 - 1) The light source shall be designed and oriented so that it shines only on the sign itself and not into the sky or elsewhere, and

- 2) The light source itself shall be screened, with a permanent physical barrier, such that it is not visible from the adjacent streets or driveways.

8. Oak Tree Protection, Removal, and Mitigation

To ensure compliance with the City's Oak Tree Preservation Ordinance and to compensate for the removal of the oak trees on the project site, prior to the issuance of improvement plans or grading permit, the applicant shall: (PLANNING, PUBLIC SERVICES)

- a. Clearly indicate on the construction documents that on- and off-site oak trees not scheduled for removal will be protected from construction activities in compliance with the pertinent sections of the City of Rocklin Oak Tree Preservation Ordinance.
- b. Mitigate for the removal of oak trees on the project site consistent with the requirements of the City's Oak Tree Preservation Ordinance. The applicant may elect to provide on-site mitigation in the form of planting replacement trees in appropriate areas of Lot A, provide off-site tree replacement, dedicate land, or contribute to the Rocklin Oak Tree Preservation Fund, consistent with the requirements of the City's Oak Tree Ordinance and the satisfaction of the Public Services Director.
- c. Should the applicant elect to contribute to the Rocklin Oak Tree Preservation Fund, the following methodology shall be utilized:

The project arborist shall prepare a final list of all oak trees to be removed to accommodate development of the project. The list shall include the total number of surveyed oak trees, the total number of oak trees to be removed, the total number of oak trees to be removed that are to be removed because they are sick or dying, and the total of the trunk diameters at breast height (TDBH) of all surveyed oak trees on the site in each of these categories. With this information the required mitigation feed shall be calculated using the formula provided in the Oak Tree Preservation Ordinance.

- d. Prior to any grading or construction activity, the applicant / developer shall prepare, subject to approval by the City's Economic and Community Development Director, an oak tree mitigation plan which incorporates the steps noted above, including payment of necessary fees into the City's Oak Tree Mitigation Fund. (IV.-4)

9. Air Quality

Either:

- a. Prior to the recording of the final map, the project applicant shall pay their air quality fair-share Off-site Mitigation Fee sufficient to reduce the project's NOx operational emissions to 10 pounds per day (estimated to be approximately \$310.82). The applicant shall provide the City with a receipt from the PCAPCD to demonstrate proof of payment;

OR

- b. Prior to the recording of the final map, the applicant shall develop and propose an off-site mitigation project (equivalent to the emission reductions required for the proposed project to meet PCAPCD thresholds of significance), subject to review and approval by the City of Rocklin Environmental Services Division and the PCAPCD. The applicant shall provide proof that the off-site mitigation project would reduce emission at an equivalent amount as would be required of the proposed project.
(III.-2) (ENGINEERING)

10. Common Areas - Open Space - 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)

- a. Define the following portions of the subdivision to be common areas jointly owned and / or maintained by the residents of the subdivision: Lot A and Lot B as shown in Exhibit A.
- b. Assignment to the homeowner's association responsibility for the maintenance of common areas and commonly maintained areas on and within Lot A, Lot B, and Lots 1 through 26, including but not limited to, all structures, landscaping, private utility services, outdoor lighting, private streets and alleys, parking, recreational facilities, detention and drainage facilities, all landscaping in the public rights-of-way, as required herein, and oak mitigation plantings.
- 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 association shall specifically include the following condition for enforcement by the homeowner's association:
 - i) A "parking enforcement plan" (Exhibit B) that includes guarantees, to the satisfaction of the Economic and Community Development Director that the garages shall be used for the parking of automobiles, and ensures that roll-up garage doors, with automatic garage door openers are used throughout the project, consistent with RMC 17.66.020.
- g. City review shall be required for any development, including fencing and landscaping, within the common area. Notice of this requirement shall be recorded by separate instrument with the final map.
- h. A notice shall be included in the subdivision's CC&R, and recorded by separate instrument with the final map, stating that individual lot and building design shall be subject to City approved design guidelines available from the City of Rocklin Department of Economic and Community Development.
- i. In lieu of a property owners association, as required above in Section 10(b), Subdivider may utilize a conservancy, or other suitable legal entity, to own, maintain, and carry out all duties identified in this Section 3 as relate to the lot designated "Open Space" on Exhibit A. This alternative ownership entity shall have characteristics of responsibility, accountability, and longevity, which are substantially similar to a property owners' association, so that the City is confident of the entity's ability to operate, manage and maintain the open space in perpetuity. Any

alternative ownership entity shall be formed so that the maintenance, monitoring, and lien rights required in Section 15(b) are legal obligations of the ownership entity. The alternative ownership entity shall be reviewed and approved by the City Attorney and the Economic and Community Development Director for compliance with these conditions of approval.

11. Phasing

Multiple final maps may be filed subject to the following criteria:
(ENGINEERING, PLANNING)

- a. A phasing plan showing the sequence of site improvements shall be submitted for review and approval.
- b. One or more phases may be required to comply partially or wholly with any of the conditions place upon the tentative map to ensure each phase shall function independently, including but not limited to the construction of common area facilities and improvements with one or more phases.

12. 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)

13. 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)

14. Validity

- a. This entitlement shall expire two years from the date of approval unless prior to that date a final map 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 General Development Plan and Rezone (PDG-2013-03 and Z-2013-04) and Design Review (DR-2013-04) have been approved. (PLANNING, ENGINEERING)

PASSED AND ADOPTED this 9th day of June, 2015, by the following roll call vote:

AYES:	Councilmembers:	Janda, Ruslin, Butler, Yuill, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

George Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

P:\PUBLIC PLANNING FILES__ PROJECT FILES\Sunset Hills Townhomes\Meeting Packets\CC 6-9-15\05 Sunset Hills CC Reso (SD-2013-03 TRE-2013-13) - final.doc

EXHIBIT A

SD-2013-03 and TRE-2013-13

Available at the Economic and Community Development Department, Planning Division

ENTITLEMENT APPLICATION

SUNSET HILLS TOWN HOMES, By USA Investment Associates Rocklin, California

EXHIBIT A
SD-2013-03

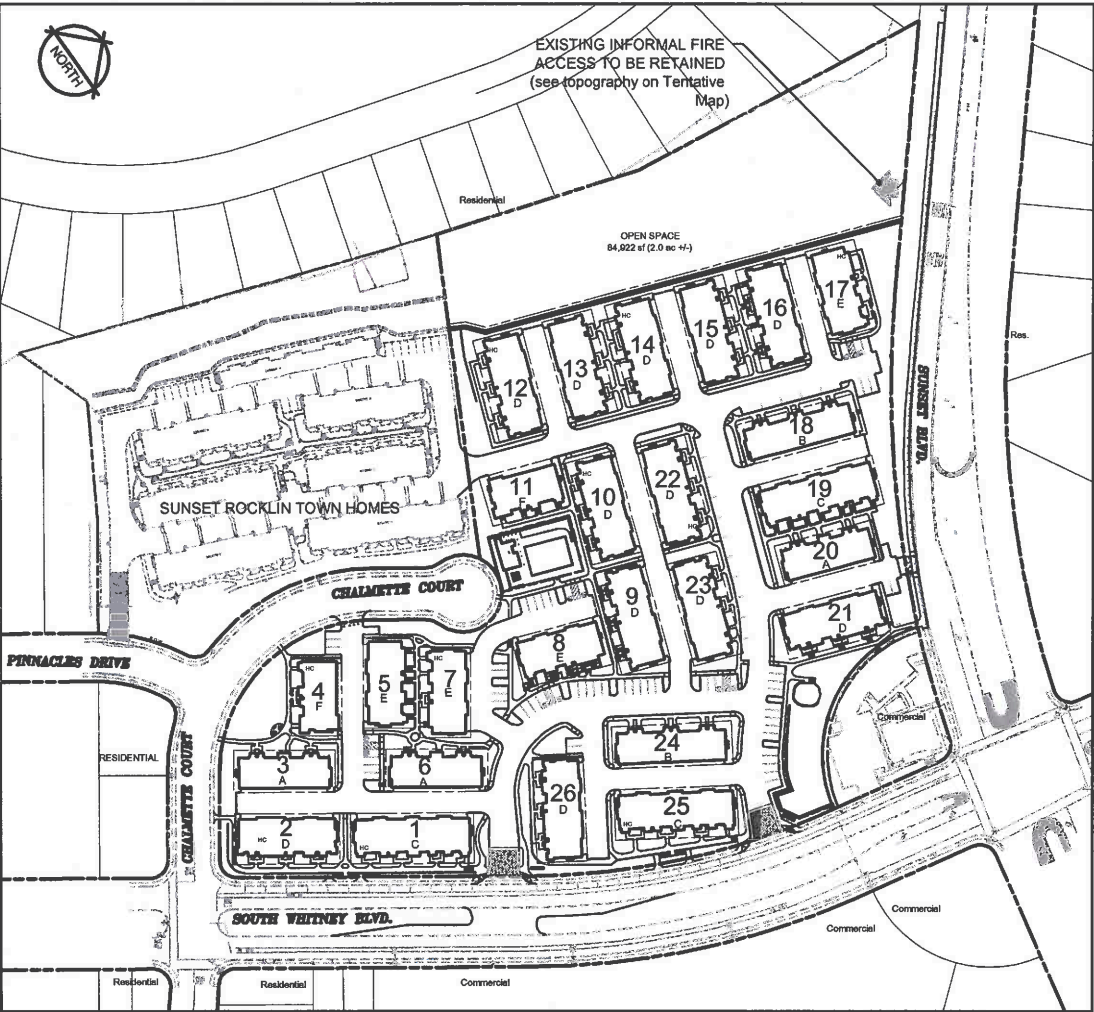
OWNER / APPLICANT
USA Investment Associates
c/o Gil Lee
606 North First Street
San Jose, CA 95112
408/666-8122

ASSESSOR PARCEL NUMBER
016-210-011 and 016-240-044

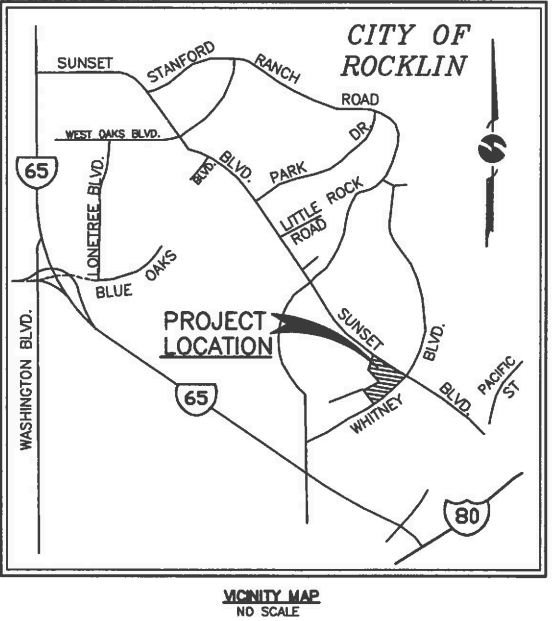
ENGINEER
Omni-Means, Ltd.
c/o Scott Robertson
943 Reserve Drive, Suite 100
Roseville, CA 95678
916/782-8688

ARCHITECT
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Campbell, CA 95008
408/315-2125
gordonkwong@gkwarchitects.com

LANDSCAPE ARCHITECT
Omni-Means, Ltd.
c/o Scott Robertson
943 Reserve Drive, Suite 100
Roseville, CA 95678
916/782-8688



Project Summary:	
Total Units:	148 Units (18 ADA UNITS)
Total Site Area:	11.2 Gross Acres (±)
Gross Density:	13.2 DU/AC
Developed Area:	9.25 Acres (±)
Net Density:	16.0 DU / Acre
Land Use Summary:	
Existing General Plan:	HDR/ R-C
Existing Zoning:	C-2
Proposed Zoning:	PD-R Planned Development Min 15.5 units per acre & OA



PROJECT OBJECTIVE:
Approval to develop a 148-unit Town Home Condominium project.

APPLICATION INCLUDES:
1. Tentative Subdivision Map (for Condominiums)
2. Rezone and General Development Plan
3. Design Review and Oak Tree Preservation Plan Permit

SUBMITTAL DOCUMENTS INCLUDE:
Universal Application

General Development Plan (under separate cover)

Design Review Package (under separate cover)

- Architectural Elevations
- Architectural Floor Plans
- Architectural Materials and Color Selections
- Preliminary Landscape Plan (Overview)
- Preliminary Landscape Plan (Typical Detail)
- Preliminary Plant Schedule
- Preliminary Sign Design

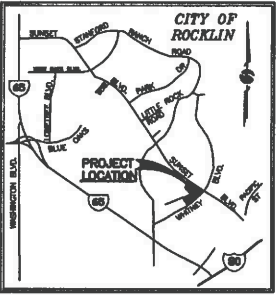
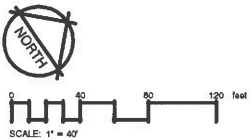
VARIOUS STUDIES / REPORTS

- Traffic Impact Study
- Noise Impact Study
- Air Quality Impact Analysis
- Preliminary Drainage Study
- Oak Tree Inventory Report

Tentative Map (under this cover)

1. Entitlement Package Cover Sheet
2. Tentative Subdivision Map Cover
3. Tentative Boundary Plat (Condos)
4. Preliminary Site Plan
5. Preliminary Grading Plan (30-scale)
6. Preliminary Grading Plan Enlargement Area
7. Preliminary Grading Plan Enlargement Area
8. Preliminary Grading Plan Enlargement Area
9. Preliminary Site Sections
10. Preliminary Wall Plan
11. Preliminary Wall Sections
12. Preliminary Utility Plan
13. Oak Tree Preservation Plan (30-scale)
14. Oak Tree Preservation Plan Enlargement Area
15. Oak Tree Preservation Plan Enlargement Area
16. Oak Tree Preservation Inventory Table
17. Fire Truck Access
18. Trash Collection





Project Summary:

Total Residential Lots:	26 residential building lots containing a total 148 Air Space Condominium Units
Total Site Area:	11.20 Gross Acres (±)
Gross Density (by units):	13.2DU / Acres
Developed Area:	9.25 Acres (±)
Net Density (by units):	16.0 DU / Acre

Land Use Summary:

Existing General Plan:	HDR/ R-C
Existing Zoning:	C-2
Proposed Zoning:	PD-22 Planned Development 22 units per acre and OA

RECORD OWNER / APPLICANT
USA Investment Associates
c/o Gil Lee
606 North First Street San Jose, CA 95112
408/666-8122

ASSESSOR PARCEL NUMBER 016-210-011 and 016-240-044

ENGINEER Omni-Means, Ltd.
c/o Scott Robertson
943 Reserve Drive Suite 100 Roseville, CA 95678
916/782-8688

PREPARED BY:
OMNI-MEANS

SEWER: S.P.M.U.D.

WATER: P.C.W.A.

TELEPHONE: SBC Telephone

GAS & ELECTRIC: P.G. & E.

GARBAGE DISPOSAL: Recology Auburn-Placer Disposal

Cover Sheet

TENTATIVE SUBDIVISION MAP
SUNSET HILLS TOWN HOMES, By USA Investment Associates
ROCKLIN, CALIFORNIA



LOT CALCULATIONS		LOT MAXIMUM, MINIMUM, AVERAGE	
Lot A:	84,922 sf	MAXIMUM: Lot B:	94,122 sf
Lot B:	94,122 sf	MINIMUM: Lot 4:	5,430 sf
Lot 1:	8480 sf	AVERAGE: not applicable - final project is proposed to be traditional air space units (within each building lot) created by a Condominium Map.	
Lot 2:	7232 sf		
Lot 3:	5854 sf		
Lot 4:	5430 sf		
Lot 5:	6252 sf		
Lot 6:	5854 sf		
Lot 7:	6264 sf		
Lot 8:	6264 sf		
Lot 9:	7232 sf		
Lot 10:	7232 sf		
Lot 11:	5550 sf		
Lot 12:	7232 sf		
Lot 13:	7232 sf		
Lot 14:	7223 sf		
Lot 15:	7232 sf		
Lot 16:	7232 sf		
Lot 17:	6264 sf		
Lot 18:	6899 sf		
Lot 19:	8481 sf		
Lot 20:	5736 sf		
Lot 21:	7227 sf		
Lot 22:	7232 sf		
Lot 23:	7232 sf		
Lot 24:	6889 sf		
Lot 25:	8481 sf		
Lot 26:	7232 sf		

1. Common ownership lot A is identified as an Open Area that will be zoned as such to preclude future development of this area.
2. Common ownership lot B will provide reciprocal easements for landscape, parking, access, maintenance, and utility connections to all lots.
3. Lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 15, 16, 17, 18, 19, 20 and 21 are on existing slopes (either partially or a lot) greater than 25%. The overall site will be graded significantly in order to achieve minimum street, sidewalk and accessible standards. See the Preliminary Grading Plan for more information.
4. Utilities are proposed via connections to existing services located in surrounding roadways. See the Preliminary Utility Plan for more information. Utility easements to be granted as requested by utility company.
5. See the Oak Tree preservation plan and associated Arborist report for information regarding oak trees.
6. See Site Plan exhibit for more detailed information.
7. See General Development Plan Exhibit for information regarding proposed zoning.
8. See Preliminary Wall Plan exhibit for more information.
9. A 20-ft wide access and egress easement will be granted to the Sunset Rocklin entry to provide access through Sunset Hills from both main entry options off of South Whitney Blvd.

TENTATIVE SUBDIVISION MAP

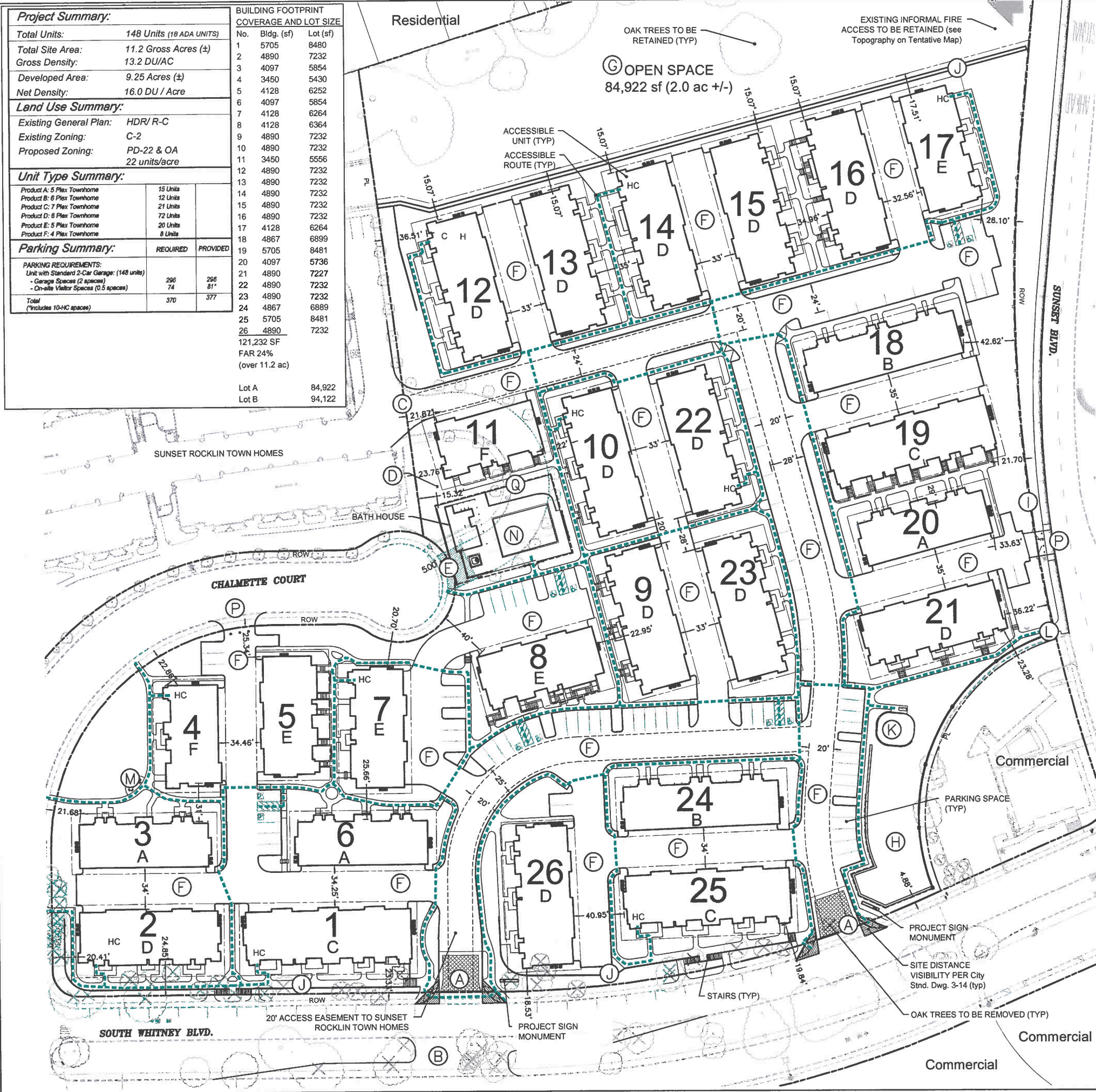
(For Residential
Condominium Purposes)

**SUNSET HILLS TOWN HOMES, By USA Investment Associates
ROCKLIN, CALIFORNIA**



Project Summary:		
Total Units:	148 Units (18 ADA UNITS)	
Total Site Area:	11.2 Gross Acres (±)	
Gross Density:	13.2 DU/AC	
Developed Area:	9.25 Acres (±)	
Net Density:	16.0 DU / Acre	
Land Use Summary:		
Existing General Plan:	HDR/ R-C	
Existing Zoning:	C-2	
Proposed Zoning:	PD-22 & OA	
	22 units/acre	
Unit Type Summary:		
Product A: 5 Plex Townhome	15 Units	
Product B: 6 Plex Townhome	12 Units	
Product C: 7 Plex Townhome	21 Units	
Product D: 8 Plex Townhome	72 Units	
Product E: 5 Plex Townhome	20 Units	
Product F: 4 Plex Townhome	8 Units	
Parking Summary:		
	REQUIRED	PROVIDED
PARKING REQUIREMENTS:		
Unit with Standard 2-Car Garage: (148 units)		
- Garage Spaces (2 spaces)	296	296
- On-site Visitor Spaces (0.5 spaces)	74	81*
Total	370	377
(*includes 10-HC spaces)		

BUILDING FOOTPRINT COVERAGE AND LOT SIZE		
No.	Bldg. (sf)	Lot (sf)
1	5705	8480
2	4890	7232
3	4097	5854
4	3450	5430
5	4128	6252
6	4097	5854
7	4128	6264
8	4128	6364
9	4890	7232
10	4890	7232
11	3450	5556
12	4890	7232
13	4890	7232
14	4890	7232
15	4890	7232
16	4890	7232
17	4128	6264
18	4867	6899
19	5705	8481
20	4097	5736
21	4890	7227
22	4890	7232
23	4890	7232
24	4867	6889
25	5705	8481
26	4890	7232
121,232 SF		
FAR 24%		
(over 11.2 ac)		
Lot A	84,922	
Lot B	94,122	



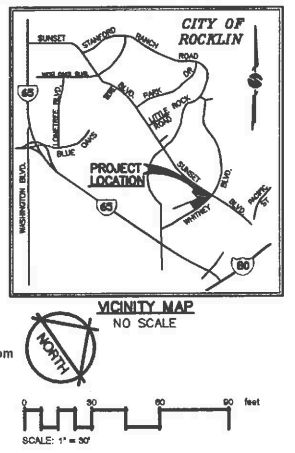
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SEWER: S.P.M.U.D.
WATER: P.C.W.A.
TELEPHONE: SBC Telephone
GAS & ELECTRIC: P.G. & E.
GARBAGE DISPOSAL: Reology Auburn-Placer Disposal



- ### SITE PLAN NOTES
- Other Exhibits:** See also the Tentative Map for Condominium (under separate cover), and other exhibits in this set pertaining to specific details.
 - Dwelling Units:** Individual dwelling units are a two and three-story type with a garage attached to each unit. Units are grouped in townhouse buildings as illustrated on the site plan. See architectural plans / elevations for more information.
 - Phasing:** Phasing to be determined at time of preparation of Construction Documents.
 - Lighting:** Site lighting design to be determined. However, site lighting will meet the City's night sky standard.
 - HOA:** A Home Owners Association will be formulated to maintain the Sunset Hills project and it's associated landscape / amenities. Open Space and Common Area Landscape will be owned and maintained by the HOA.
 - Garbage Collection:** Per Auburn-Placer Disposal input, garbage collection will be via individual cars and not a centralized trash enclosure area(s). See Exhibit 20 of this set for garbage pickup information.
 - Oak Tree Preservation:** The oak trees along the north west slope of the project are intended to be left in-place unless the arborist report recommends specific mitigation due to health or structural conditions. See Oak Tree Preservation Plan for more information.
 - Parking Size (typ):**
 - Perpendicular parking - 9' x 19'
 - Parallel parking: 9' x 24'
 - HC parking: Per code
- ### SITE PLAN LEGEND
- (A) PUBLIC ENTRY TO PROJECT
 - (B) MEDIAN BREAK
 - (C) RECIPROCAL / EMERGENCY / SECONDARY ACCESS
 - (D) TOT - LOT REMOVED BY SUSNET ROCKLIN PROJECT IN MAY 2013
 - (E) ACCESS & SLOPE EASEMENTS TO BE ABANDONED (PER AGREEMENTS WITH NEIGHBOR)
 - (F) 24-FT. MINIMUM DRIVE AISLES OR ALLEY AISLES
 - (G) PRESERVED OPEN SPACE AND OAK TREE MITIGATION AREA
 - (H) DETENTION / WATER QUALITY BASIN
 - (I) FENCE & PILASTER (SEE WALL PLAN EXHIBIT)
 - (J) RETAINING WALL (SEE WALL PLAN EXHIBIT)
 - (K) TOT-LOT
 - (L) PROJECT PED. ACCESS FROM SUNSET BLVD.
 - (M) PICNIC AREA
 - (N) POOL AREA
 - (O) SOUND WALL & PILASTER (SEE WALL PLAN EXHIBIT)
 - (P) EMERGENCY & GARBAGE ACCESS / RETRACTABLE BOLLARDS OR GATE
 - (Q) 60" HIGH METAL PICKET FENCE
 - 5 RESIDENTIAL BUILDING / LOT NUMBER
 - A BUILDING TYPE. SEE ARCHITECTURE PLANS
 - ACCESSIBLE ROUTE

PRELIMINARY SITE PLAN

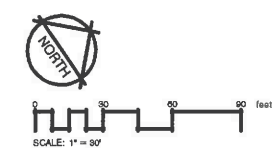
SUNSET HILLS TOWN HOMES, By USA Investment Associates

Rocklin, California

4 of 18

omni means
ENGINEERS PLANNERS
ARCHITECTS
LANDSCAPE ARCHITECTS
CIVIL ENGINEERS
ENVIRONMENTAL ENGINEERS
PLANNING
SURVEYING
WATER RESOURCES
TRANSPORTATION
ARCHITECTURE
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
ENVIRONMENTAL ENGINEERING
PLANNING
SURVEYING
WATER RESOURCES
TRANSPORTATION

631UP5001.dwg September 5, 2014



- GRADING PLAN NOTES**
- Other Exhibits:** See also the Tentative Map for Condominium, Preliminary Site Plan, Preliminary Landscape Plan, & Preliminary Utility Plan (water and sewer)
 - Cut and Fill:** Approximately 48,000 cubic yards of soil will be removed from the site. Relocation site to be determined.
 - Retaining Walls:** The preliminary location of retaining walls are illustrated on this exhibit. Depending upon the situation retaining walls will be from a variety of materials including stucco covered CMU or concrete walls; stacked segmented concrete block walls; and larger scale retaining wall systems (similar to those used on the neighboring town home project). Retaining walls also vary greatly in height from 18"-36" high landscape retaining walls to soften slopes, to 48" to 15' large scale walls retaining hill side slopes. See Wall Plan Exhibit.
 - Wetlands / Flood Plains:** There are NO wetland areas or flood plains on the project.
 - Archeological Site:** There are NO archeological sites on the project.
 - Detention / Water Quality:** Detention and water quality will be accomplished per the County of Placer standards using a combination of surface detention basins, underground detention via oversized pipes and water clarifier vaults (to be sized).
 - Drainage Report:** See attached Drainage Report for more information.
 - Sections:** See Typical Site Cross Sections Exhibit & Preliminary Wall Plan
- CURB, GUTTER & SIDEWALK IMPROVEMENTS
- (SOLID) PROPOSED 1'-FT. CONTOURS
- (DASHED) EXISTING 1'-FT. CONTOURS

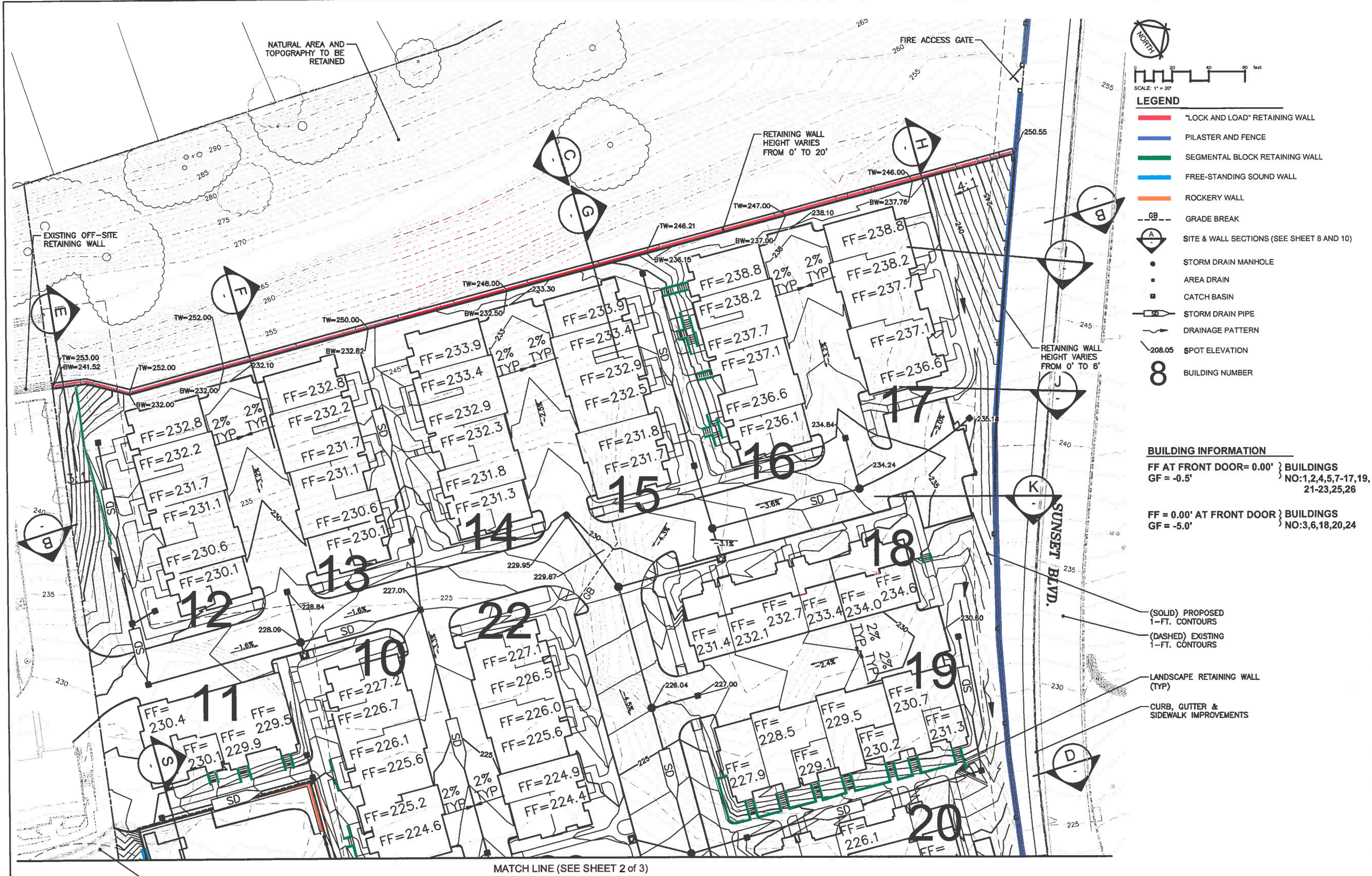
- LEGEND**
- "LOCK AND LOAD" RETAINING WALL
 - PILASTER AND FENCE
 - SEGMENTAL BLOCK RETAINING WALL
 - FREE-STANDING SOUND WALL
 - ROCKERY WALL
 - GRADE BREAK
 - SITE & WALL SECTIONS (SEE SHEET 8 AND 10)
 - STORM DRAIN MANHOLE
 - AREA DRAIN
 - CATCH BASIN
 - STORM DRAIN PIPE
 - DRAINAGE PATTERN
 - SPOT ELEVATION
 - BUILDING NUMBER

BUILDING INFORMATION

FF AT FRONT DOOR= 0.00'	BUILDINGS NO: 1,2,4,5,7-17,19, 21-23,25,26
GF = -0.5'	
FF = 0.00' AT FRONT DOOR	BUILDINGS NO: 3,6,18,20,24
GF = -5.0'	

PRELIMINARY GRADING PLAN (Overview)
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California

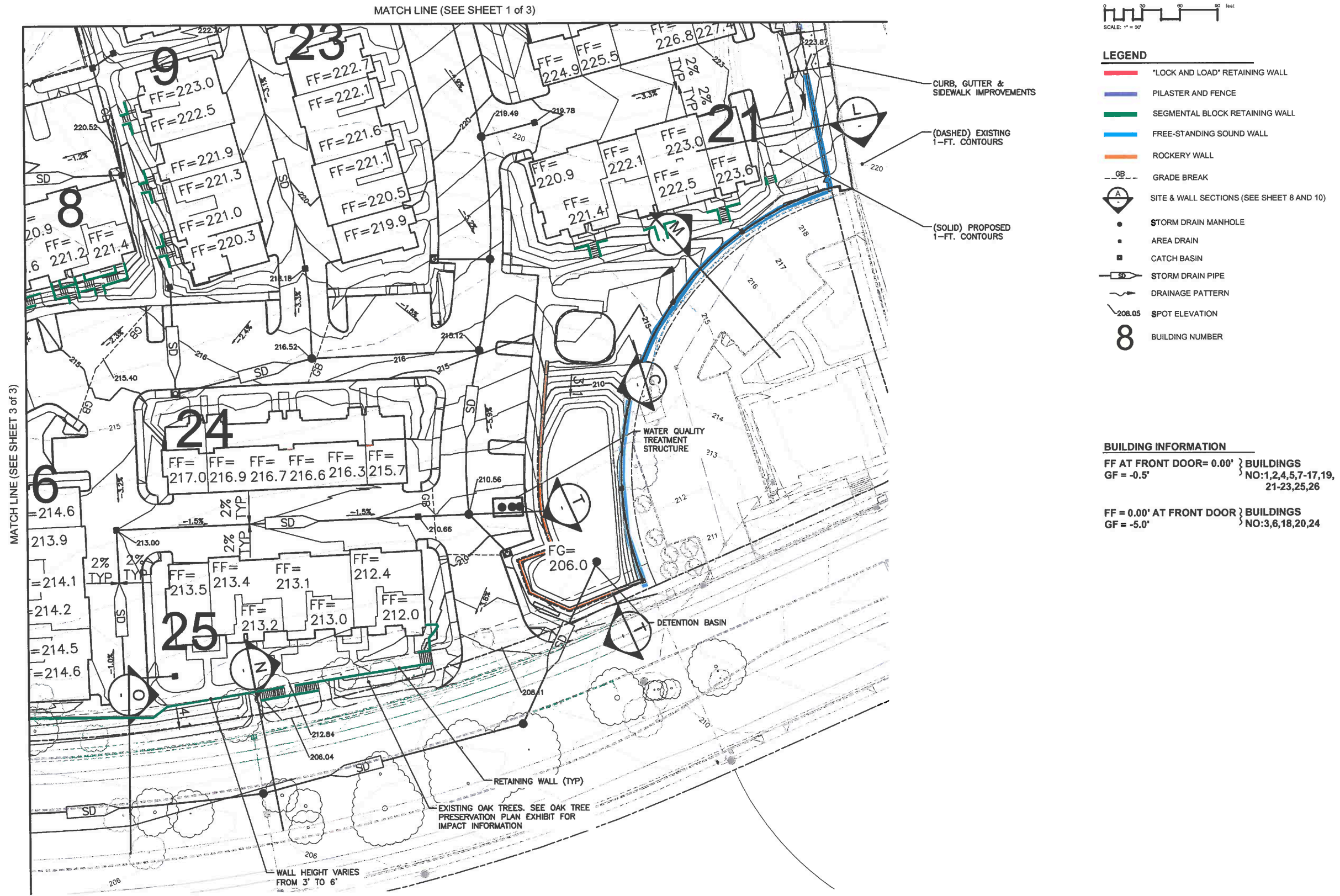


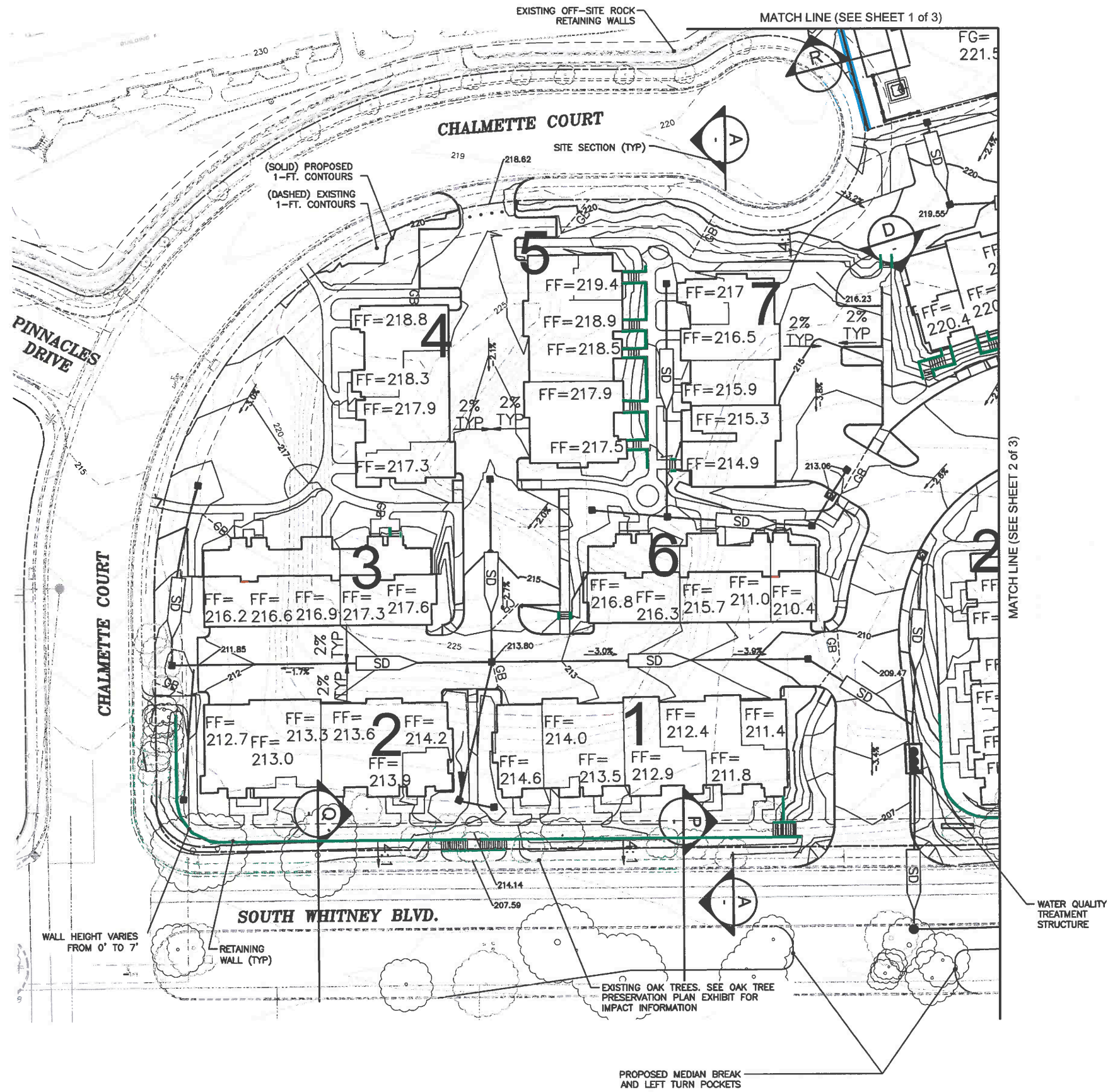


PRELIMINARY GRADING PLAN (20 Scale, 1 of 3)
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



631UP001.dwg
Sept. 5, 2014





LEGEND

- "LOCK AND LOAD" RETAINING WALL
- PILASTER AND FENCE
- SEGMENTAL BLOCK RETAINING WALL
- FREE-STANDING SOUND WALL
- ROCKERY WALL
- GRADE BREAK
- SITE & WALL SECTIONS (SEE SHEET 8 AND 10)
- STORM DRAIN MANHOLE
- AREA DRAIN
- CATCH BASIN
- STORM DRAIN PIPE
- DRAINAGE PATTERN
- SPOT ELEVATION
- BUILDING NUMBER

BUILDING INFORMATION

- FF AT FRONT DOOR= 0.00' } BUILDINGS
GF = -0.5' } NO: 1, 2, 4, 5, 7-17, 19, 21-23, 25, 26
- FF = 0.00' AT FRONT DOOR } BUILDINGS
GF = -5.0' } NO: 3, 6, 18, 20, 24

PRELIMINARY GRADING PLAN (20 Scale, 3 of 3)
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



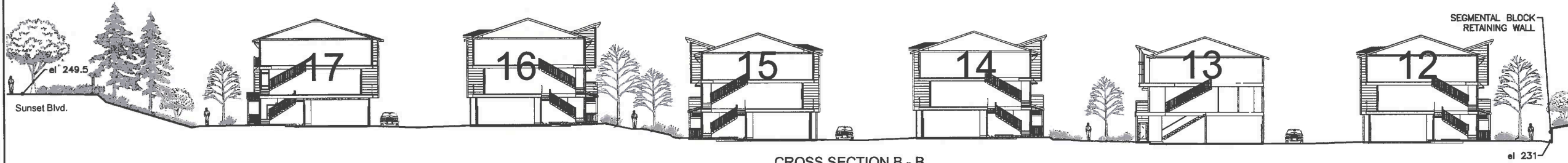
831UP0001.dwg Sept. 5, 2014

CROSS SECTION NOTES

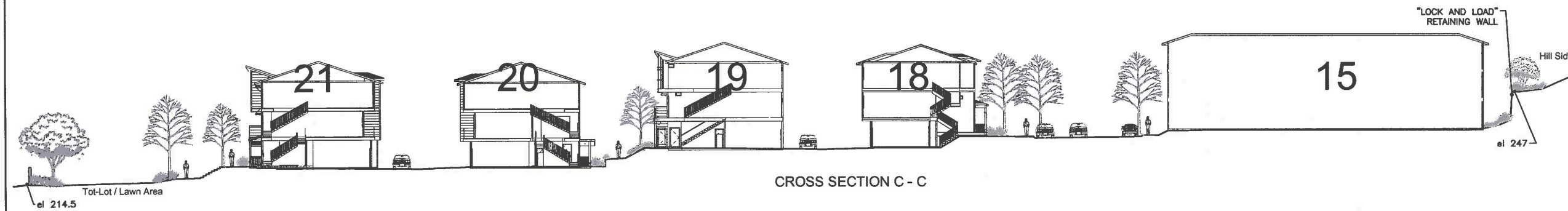
These sections are intended to illustrate the general proposed topographical relationships throughout the project. They are not intended to be an exact representation of final grade, finish floor elevations, walls, landscaping, etc.



CROSS SECTION A - A



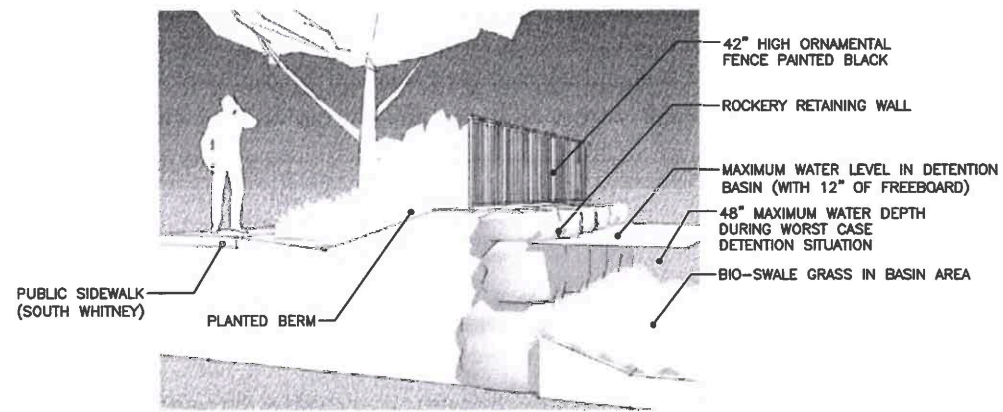
CROSS SECTION B - B



CROSS SECTION C - C



CROSS SECTION D - D



CROSS SECTION T - T

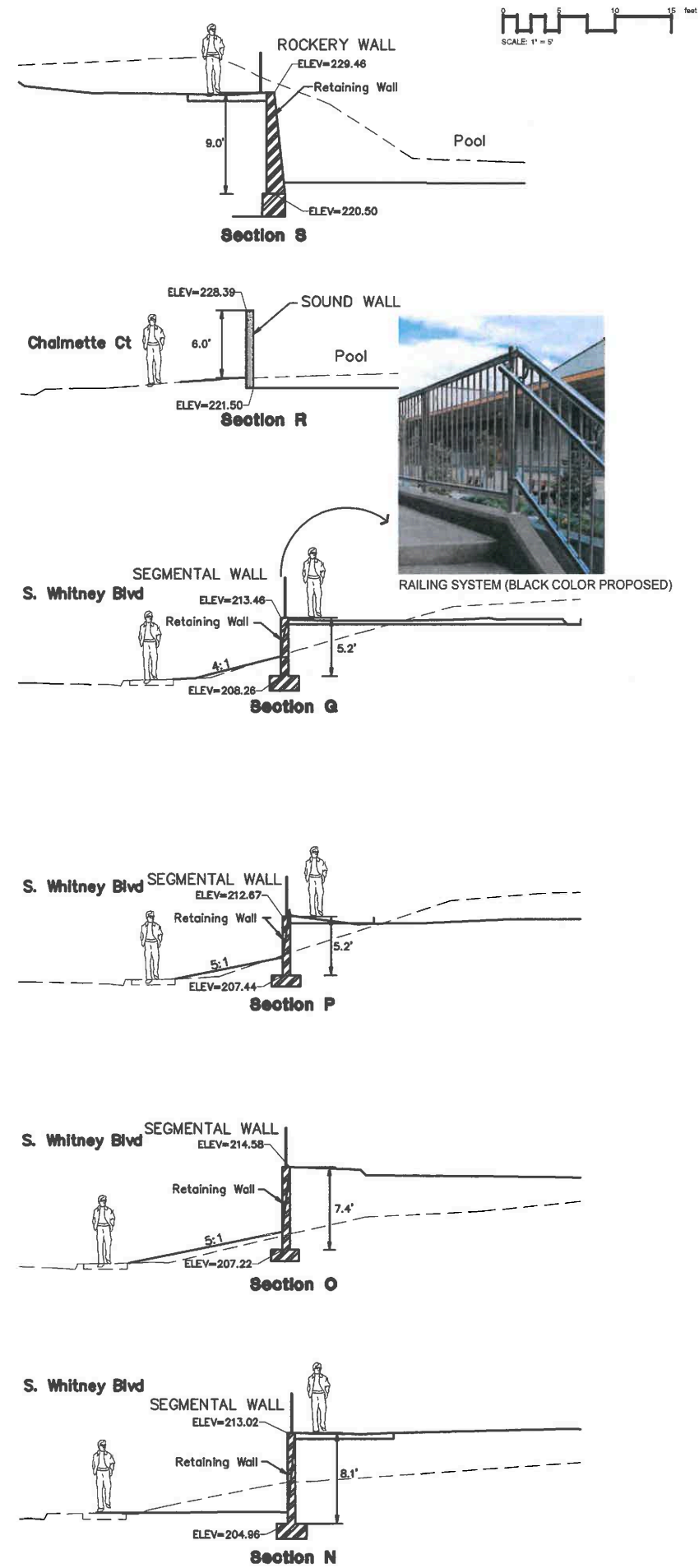
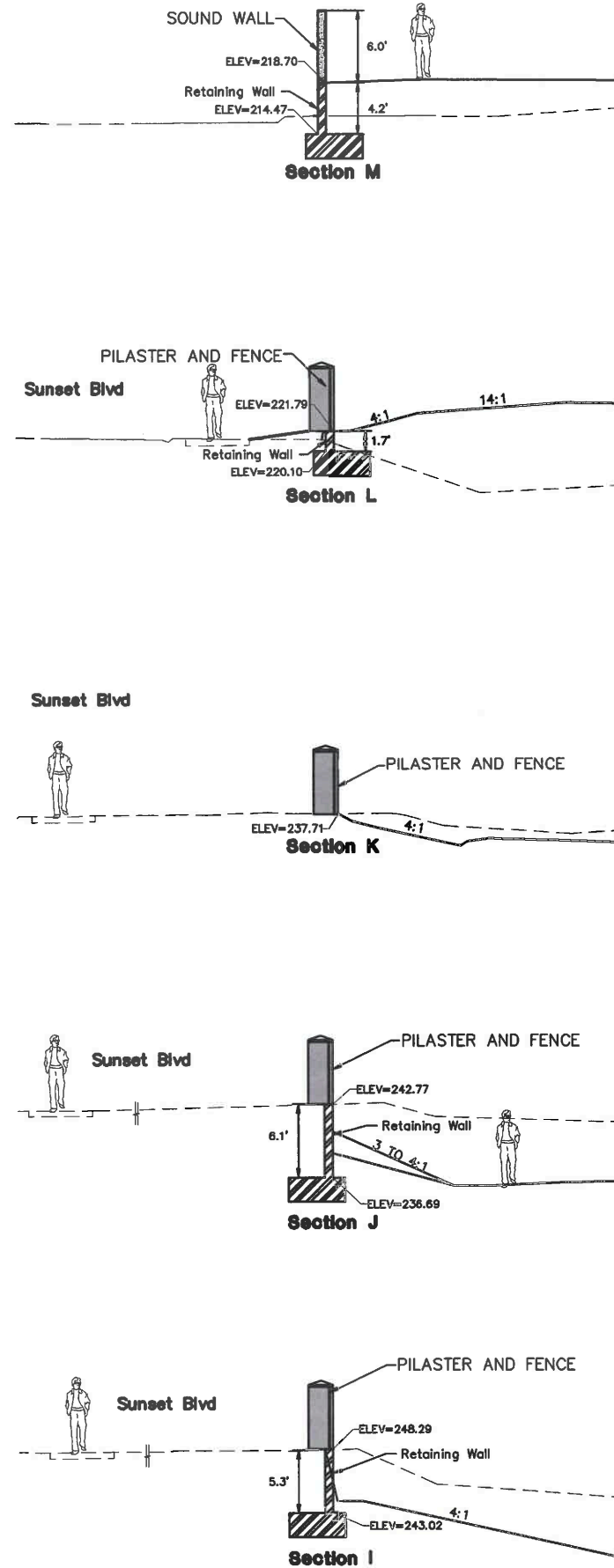
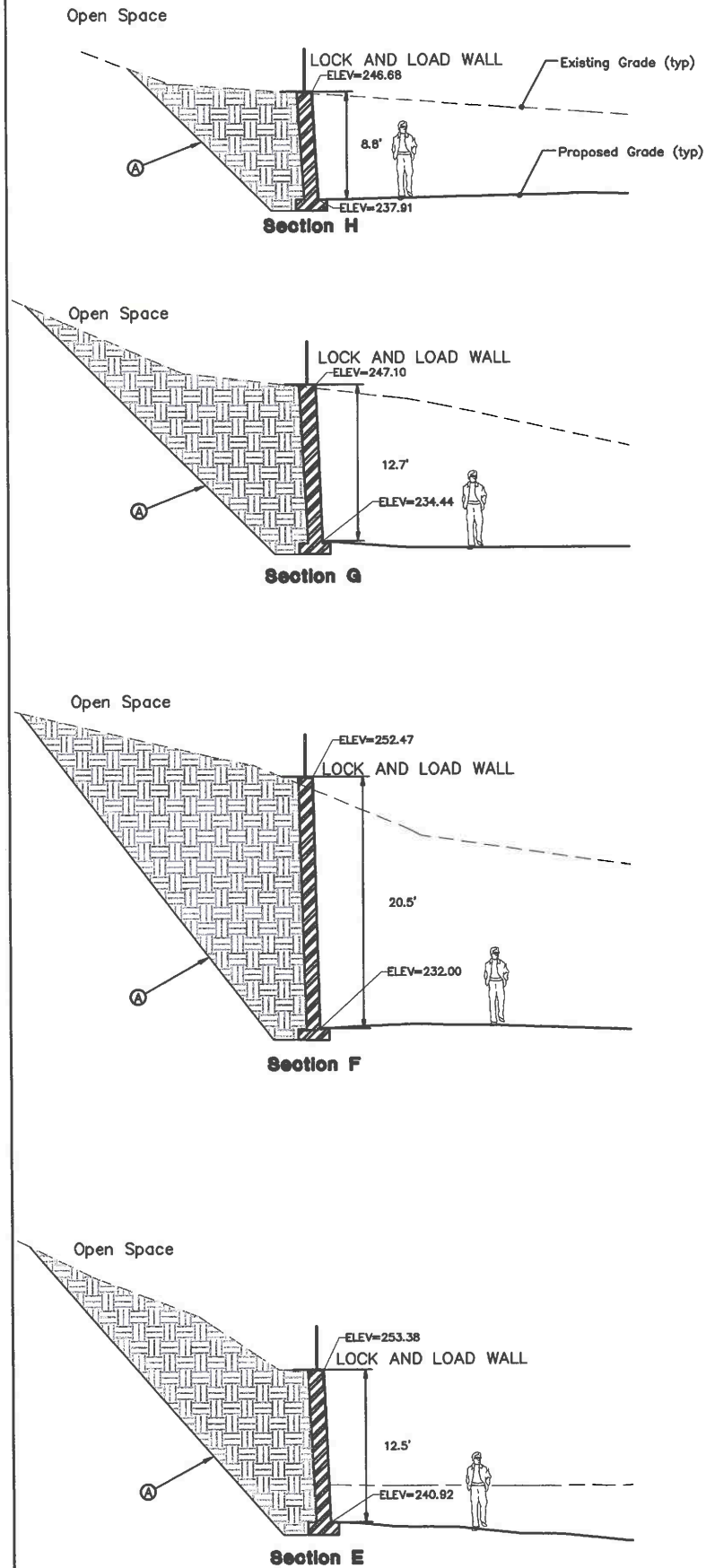
PRELIMINARY SITE SECTIONS
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



- SEE SHEET 10 FOR TYPICAL WALL SECTIONS
- SEE FOLLOWING SHEET 8 FOR TYPICAL SITE SECTIONS

LEGEND

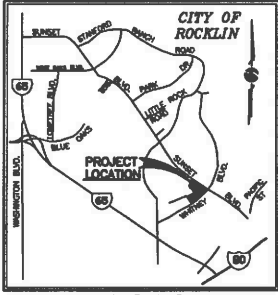
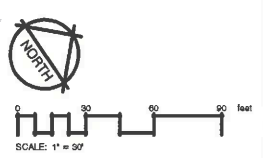
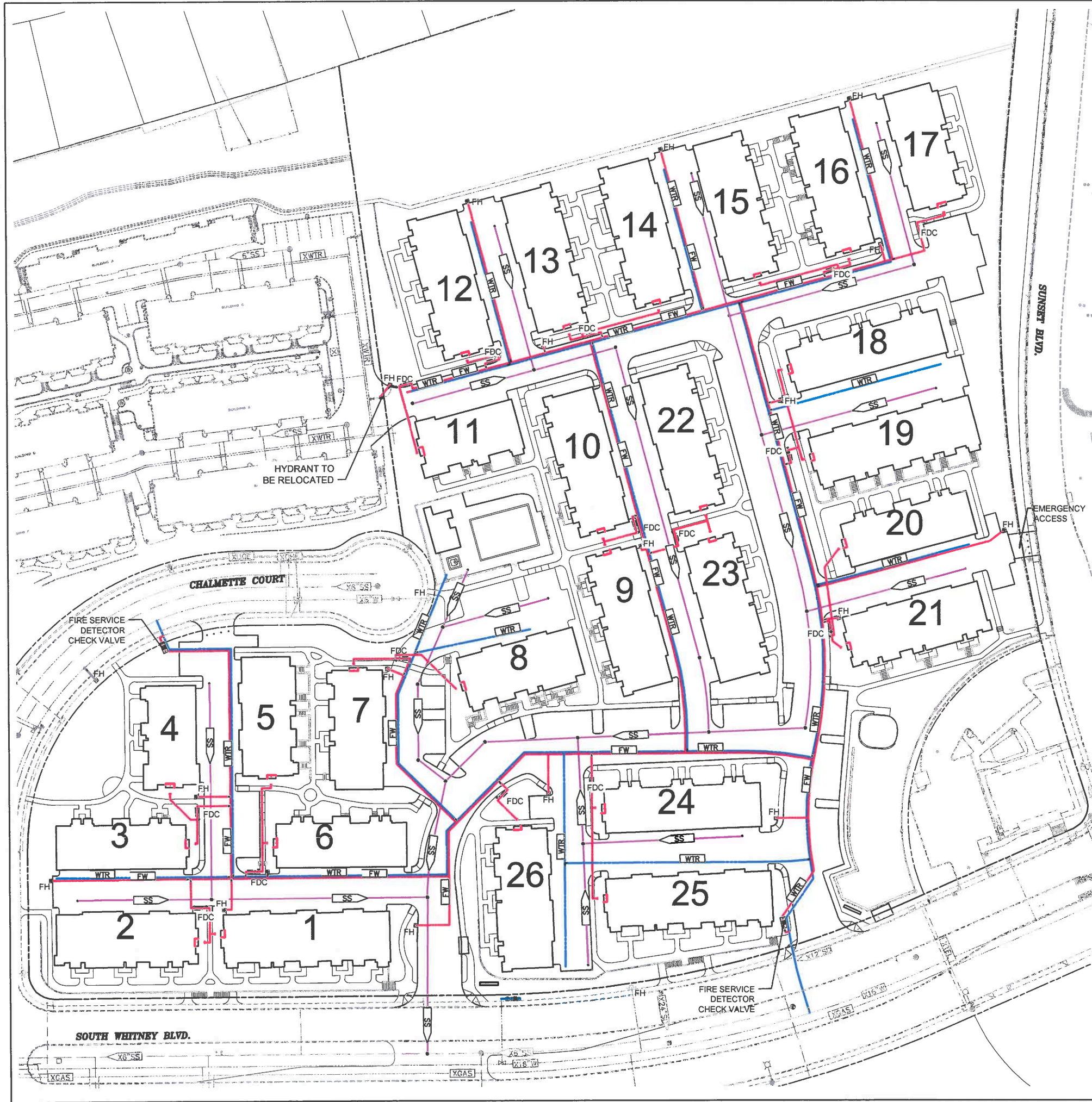
- (A) Cut/ backfill as needed to accommodate construction and geotextile fabric.



PRELIMINARY WALL SECTIONS
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California

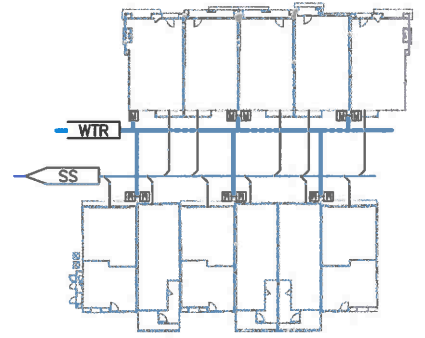


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Sept. 5, 2014



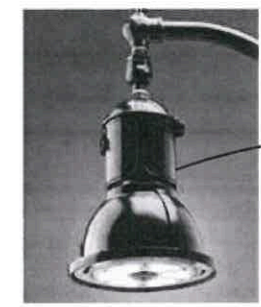
- LEGEND**
- SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - SS — SANITARY SEWER LINE
 - WTR — DOMESTIC WATER LINE
 - FW — FIRE WATER LINE
 - FH FIRE HYDRANT
 - FDC FIRE DEPARTMENT CONNECTION

- NOTES**
- SEWER LATERAL TO ALIGN WITH CENTER OF GARAGE.
 - EACH UNIT TO HAVE INDIVIDUAL WATER METER.



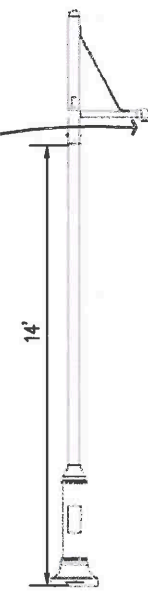
TYPICAL LAYOUT
WATER SERVICE & SEWER LATERAL
NOT TO SCALE

SITE LIGHTING FIXTURES AND POLES



"KING" LED Pendant Lighting
Fixture K803-FAFL, Black Color

Note: Fixtures and poles associated with on-site parking area and walkway lighting. Lighting locations to be determined during improvement plan preparation.

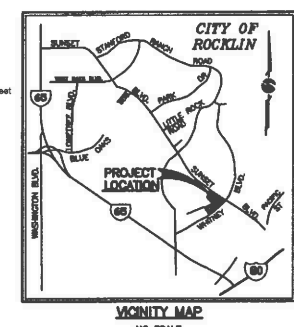
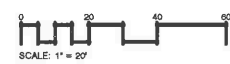


"KING" LAGUNA STYLE
LIGHT POLE - 14'
HEIGHT, BLACK
COLOR

PRELIMINARY UTILITY PLAN
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



(42) 15-gallon size Oak Trees proposed for planting in the Open Space Area equals 42-in of mitigation.
See Preliminary Landscape Plan.



Proposed boundary of Lot A for open space conservation purpose, see Tentative Map

ARBORIST

ABACUS
Arborist: Nicole Harrison P.O.
BOX 4248
Auburn, CA 95604
530-305-0165

NOTES:

1. As a result of required site grading, the trees located along Chalmette Court and South Whitney will be removed. Trees will also be removed in areas needed to accommodate the median break and left turn pockets on South Whitney Blvd.
2. Tree mitigation will be a combination of planted oaks in Lot A and mitigation "fees in-leiu of".
3. Spot elevations at the base of each tree not shown for clarity purposes. Utilize contour lines to identify approximate tree elevation. Note: There are no trees that are to remain that will be impacted by proposed grading.
4. Trees being preserve along the western boundary of the site will be preserved in a conservation easement.
5. All trees along South Whitney and along Chalmette Court are to be removed in order to grade the project.
6. See following 20-scale exhibits for enlargements of the existing oak tree plan, and the associated tree inventory table.
7. Temporary irrigation to be installed to establish oak tree planted for mitigation.

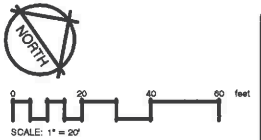
See Enlargement Exhibit

DEVELOPMENT IMPACT SUMMARY

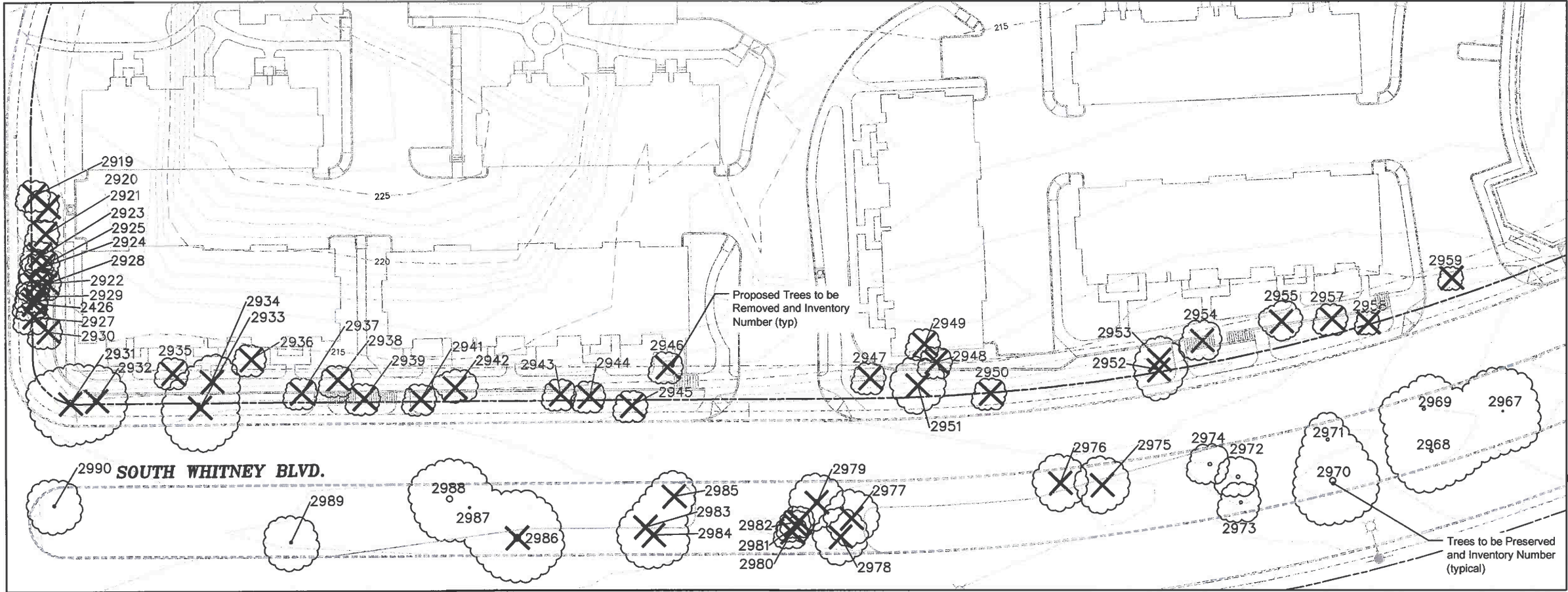
Total Inches of Trees	= 1463 in
Total Inches to be Removed	= 818 in
Total Inches, no mit. (NM)* required	= 108 in
Total Inches to be Mitigated	= 710 in

*Per ordinance, trees ranked 0, 1, or 2 may be removed without mitigation (NM) required. See Arborist report for more information.

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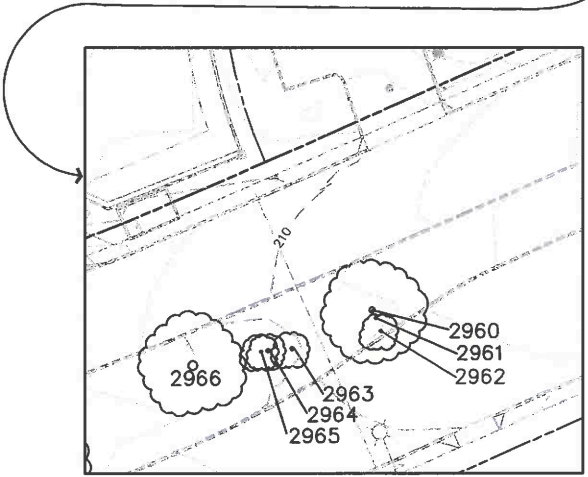


VICINITY MAP
NO SCALE



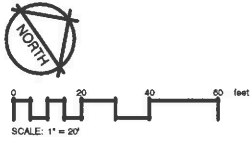
EASTERN AREA OF THE PROJECT

Note: Spot elevations not shown for clarity. Use contours to reference approximate elevation of trees.

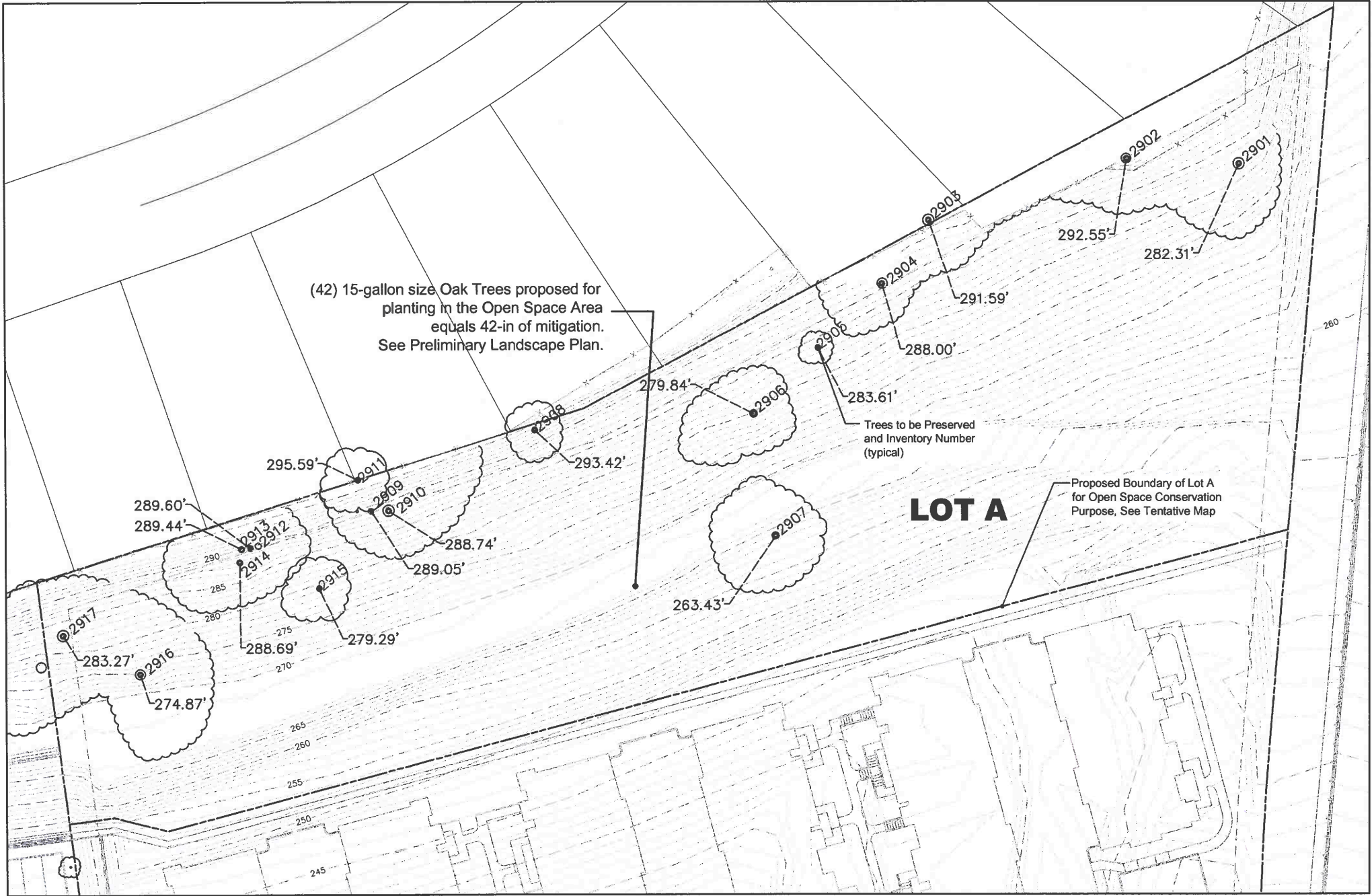


OAK TREE PRESERVATION PLAN (Enlargement)
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California

ARBORIST
ABACUS
Arborist: Nicole Harrison P.O.
BOX 4248
Auburn, CA 95604
530-305-0165



VICINITY MAP
NO SCALE



WESTERN AREA OF THE PROJECT TO BE PRESERVED IN A CONSERVATION LOT

OAK TREE PRESERVATION PLAN (Enlargement)
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



831UP0001.dwg Sept. 5, 2014

ON-SITE OAK TREES TO BE PRESERVED

OAK TREE INVENTORY

Tree #	Common Name	Botanical Name	Stems	DBH"	Canopy	Notes	Action	Rating
2601	Blue Oak	Quercus douglasii	1	41 @ 2	28	Dominant, mature, large failures, CDL @ 5 into 4 stems, soil and tree growing from crevice, canopy to ground to S	Natural slope provides some protection, no public access in this area	2
2602	Blue Oak	Quercus douglasii	1	30	32	No Tag, inaccessible, sparse canopy, large failures, canopy to the ground to S	If to remain, no public access in this area	2
2603	Blue Oak	Quercus douglasii	1	40	31	No Tag, inaccessible, dominant, semi-sparse, CDL @ 5 and 10, included bark, narrow attachment angle	If to remain, no public access in this area; Re-inspect every year	3
2604	Blue Oak	Quercus douglasii	1	21	31	CDL @ 12, large closed wounds, OPC's, evidence of borers	If to remain, no public access in this area; Re-inspect every year	3
2605	Interior Live Oak	Quercus wislizenii	1	13 @ 1	15	CDL @ 3, good canopy, limbs to the ground	~	4
2606	Blue Oak	Quercus douglasii	1	26	35	CDL @ 5, both main scaffold limbs have advanced decay, unbalanced canopy to W	TBR if any public access	1
2607	Blue Oak	Quercus douglasii	1	25	30	Large failure with advanced decay, sparse canopy, impeded by graded road	Reprune limb, Canopy to ground to remain, or mitigate removal with main	2
2608	Blue Oak	Quercus douglasii	1	21	19	CDL @ 2 with included bark, debris and flaps uplit side, alcohol flur, ants, good canopy, narrow angle attachments	Remove debris, Re-inspect in 3 years	2
2609	Interior Live Oak	Quercus wislizenii	1	8	11	Cavity under base to S, PS	~	2
2610	Interior Live Oak	Quercus wislizenii	1	18 @ 2	26	3 stems removed at ground level, advanced decay, borers, cavity under base, unbalanced to W	~	3
2611	Blue Oak	Quercus douglasii	1	10	13	CDL @ 3, included bark, lean and unbalanced canopy	Needs corrective pruning	3
2612	Interior Live Oak	Quercus wislizenii	1	21	25	Failure with decay @ 15' to E, OPC @ 20' with poor closure potential, evidence of borers, crossing limbs	Reinspect annually	3
2613	Interior Live Oak	Quercus wislizenii	1	17	30	Epicormic growth, poor structure, advanced decay	To Be Removed	1
2614	Interior Live Oak	Quercus wislizenii	2	30 @ 1, 18	32	Hollow cavity under both stems, poor structure, too much decay	To Be Removed	1
2615	Blue Oak	Quercus douglasii	1	10 @ 1	30	Poor structure	If to remain, clean up at base	2
2616	Blue Oak	Quercus douglasii	1	22 @ 1	30	CDL @ 7 large deadwood, unbalanced canopy to S, over weight limb, large failure in main stem	If to remain, removed deadwood, re-inspect annually	2
2617	Blue Oak	Quercus douglasii	1	30	31	Sparse canopy, large deadwood, canopy to ground	Remove deadwood, re-inspect annually	3
2618	Blue Oak	Quercus douglasii	1	30	29	Not tagged, main scaffold limb to W split @ underside, CDL @ 7 with black flur	Re-inspect annually	3
2619	Valley Oak	Quercus lobata	1	10	30	Slight lean, suppressed, poor structure	~	2 (NM)
2620	Valley Oak	Quercus lobata	1	20 @ 1	22	Dominant, CDL @ 3, included bark, sparse canopy, cement debris @ base	Remove debris at base	3
2621	Valley Oak	Quercus lobata	2	5, 4	17	CDL @ 1, included bark	~	3
2622	Valley Oak	Quercus lobata	1	9	18	Poor structure, suppressed, CDL removed @ 1	~	2 (NM)
2623	Valley Oak	Quercus lobata	3	7, 7, 5	20	Poor structure, included bark, narrow angle branch attachment	~	3
2624	Valley Oak	Quercus lobata	1	9	20	Narrow angle branch attachment	~	3
2625	Valley Oak	Quercus lobata	1	8	21	Suppressed growth, poor structure	Future removal	2 (NM)
2626	Valley Oak	Quercus lobata	1	14	32	CDL @ 5, dominant, poor structure	~	3
2627	Valley Oak	Quercus lobata	2	3, 5	14	CDL @ base, suppressed	~	3
2628	Valley Oak	Quercus lobata	1	10	16	Suppressed growth, poor structure	~	2 (NM)
2629	Valley Oak	Quercus lobata	2	3, 7	18	CDL @ 1 with included bark, epicormic growth, poor structure, future cable	~	3
2630	Valley Oak	Quercus lobata	2	6, 8	14	CDL @ base, epicormic growth	~	2
2631	Valley Oak	Quercus lobata	1	21	30	Unbalanced canopy to West	Remove deadwood	3
2632	Valley Oak	Quercus lobata	1	16	27	Limb tip dieback, sparse canopy	~	2
2633	Valley Oak	Quercus lobata	1	19 @ 3	25	Sparse canopy	Remove deadwood	3
2634	Valley Oak	Quercus lobata	3	2, 4, 5	22	Suppressed growth, poor structure, CDL @ 2	Reduce deadwood, if to remain, needs corrective pruning	2 (NM)
2635	Valley Oak	Quercus lobata	1	8 @ 3, 6 @ 3	16	Included bark @ base to 2'	Needs corrective pruning	2 (NM)
2636	Valley Oak	Quercus lobata	1	12	16	Included bark @ base to 2', narrow angle branch attachment	Remove scaffold limb @ 2' to North	3
2637	Valley Oak	Quercus lobata	2	7, 3	13	Narrow angle branch attachment	~	3
2638	Valley Oak	Quercus lobata	2	6, 2	10	Narrow angle branch attachment	~	2
2640	Valley Oak	Quercus lobata	2	7, 11	5, 3	~	~	4
2642	Valley Oak	Quercus lobata	1	10	17	Sparse canopy	~	3
2641	Interior Live Oak	Quercus wislizenii	2	5, 3	12	~	~	
2643	Valley Oak	Quercus lobata	1	7	16	Poor structure, sparse canopy	~	2 (NM)
2644	Valley Oak	Quercus lobata	2	13, 7	22	Sparse canopy, dominant	~	3

OFF-SITE (MEDIAN) OAK TREES TO BE PRESERVED

Tree #	Common Name	Botanical Name	Stems	DBH"	Canopy	Notes	Action	Rating
2945	Valley Oak	Quercus lobata	1	6	18	Lean, narrowangle branch attachment	~	2 (NM)
2946	Valley Oak	Quercus lobata	1	7	13	~	~	4
2947	Valley Oak	Quercus lobata	2	6, 4	10	CDL @ base, included bark	~	3
2948	Valley Oak	Quercus lobata	2	4, 3	11	CDL @ base, narrowangle attachment	~	3
2949	Valley Oak	Quercus lobata	1	6	8	~	~	4
2950	Valley Oak	Quercus lobata	2	6, 3	12	~	~	3
2951	Valley Oak	Quercus lobata	2	12, 14	22	CDL @ 2' with included bark, narrowangle branch attachment, sparse canopy	~	4
2952	Valley Oak	Quercus lobata	3	10, 9, 15	20	Sparse canopy	~	2
2953	Valley Oak	Quercus lobata	1	12	30	Suppressed growth, unbalanced canopy to North	~	3
2954	Valley Oak	Quercus lobata	3	8, 7, 4	23	Sparse canopy, poor structure @ CDL	~	3
2955	Valley Oak	Quercus lobata	3	8, 5, 7	16	CDL @ 2' into 3 stems with included bark to base, narrowangle branch attachment, small leaves	~	3
2956	Valley Oak	Quercus lobata	1			~	~	
2957	Valley Oak	Quercus lobata	1	6	11	Suppressed	~	3
2958	Valley Oak	Quercus lobata	2	10, 5	15	CDL @ base	~	3
2959	Valley Oak	Quercus lobata	1	8	11	Sparse canopy	~	4
2960	Interior Live Oak	Quercus wislizenii	1	14	17	Unbalanced canopy to North, lean, CDL @ 7' with narrowangle	~	3
2961	Valley Oak	Quercus lobata	1	8	14	Poor structure, unbalanced canopy to South	~	2 (NM)
2962	Valley Oak	Quercus lobata	1	6	16	Poor structure, unbalanced canopy to South	~	2
2963	Valley Oak	Quercus lobata	1	10	13	Sparse canopy, epicormic growth	Median soil needs mulch & repair	3
2964	Valley Oak	Quercus lobata	1	7	13	Sparse canopy, too much competition	To Be Removed	2
2965	Valley Oak	Quercus lobata	1	6	9	~	~	2
2966	Valley Oak	Quercus lobata	1	18		Sparse canopy, compacted soil, limb tip dieback	needs mulch	3
2967	Valley Oak	Quercus lobata	4	12, 4, 7, 8	18	Compacted soil, surface roots	future calipers	3
2968	Valley Oak	Quercus lobata	2	14, 10	17	CDL @ base, compacted soil, surface roots, sparse canopy	~	3
2969	Blue Gum		1	4		Not protected	~	
2970	Valley Oak	Quercus lobata	1	12	16	Sparse canopy	~	3
2971	Valley Oak	Quercus lobata	1	10	15	Epicormic growth	~	2
2972	Valley Oak	Quercus lobata	1	7	16	Sparse canopy	~	2
2973	Valley Oak	Quercus lobata	1	11	14	Poor structure	~	2
2974	Valley Oak	Quercus lobata	1	13	15	Dominant, compacted soil, sparse canopy	~	3
2975	Valley Oak	Quercus lobata	1	8	15	Epicormic growth, sparse canopy (next to Platane)	~	2 (NM)
2976	Valley Oak	Quercus lobata	1	13	25	Sparse canopy	~	3
2977	Valley Oak	Quercus lobata	1	10	13	Limb tip dieback, sparse canopy	~	3
2978	Valley Oak	Quercus lobata	1	10	16	~	~	4
2979	Valley Oak	Quercus lobata	1	14	20	Dominant	~	4
2980	Valley Oak	Quercus lobata	1	8	12	~	~	3
2981	Valley Oak	Quercus lobata	1	7	11	Poor structure (poor taper), sparse canopy	To be removed	2 (NM)
2982	Valley Oak	Quercus lobata	1	11	15	Limb tip dieback, sparse canopy	~	2 (NM)
2983	Valley Oak	Quercus lobata	2	14, 13	20	Sparse canopy, limb tip dieback	~	3
2984	Valley Oak	Quercus lobata	1	10	23	Poor structure, suppressed	~	2
2985	Valley Oak	Quercus lobata	1	10	14	~	~	4
2986	Valley Oak	Quercus lobata	1	23	27	Dominant, CDL @ 5' with included bark, narrow angle attachment, sparse canopy	~	3
2987	Interior Live Oak	Quercus wislizenii	1	10	20	Compacted soil, unbalanced canopy to North	~	3
2988	Valley Oak	Quercus lobata	1	18	25	Limb tip dieback, sparse canopy, compacted soil, narrow angle attachment	~	3
2989	Valley Oak	Quercus lobata	1	8	12	Compacted soil	~	4
2990	Valley Oak	Quercus lobata	1	10	18	~	~	4

*Per ordinance, trees ranked 0, 1, or 2 may be removed without mitigation (NM) required. See Arborist report for more information.

ARBORIST

ABACUS
Arborist: Nicole Harrison P.O.
BOX 4248
Auburn, CA 95604
530-305-0165

Total Inches of Trees = 1463 in
Total Inches to be Removed = 818 in
Total Inches, no mit. (NM)* = 108 in
Total Inches to be Mitigated = 710 in

(42) 15-gallon size Oak Trees proposed in the Open Space Area = 42 in of mitigation.

Remaining Mitigation to be fees-in-lieu-of.

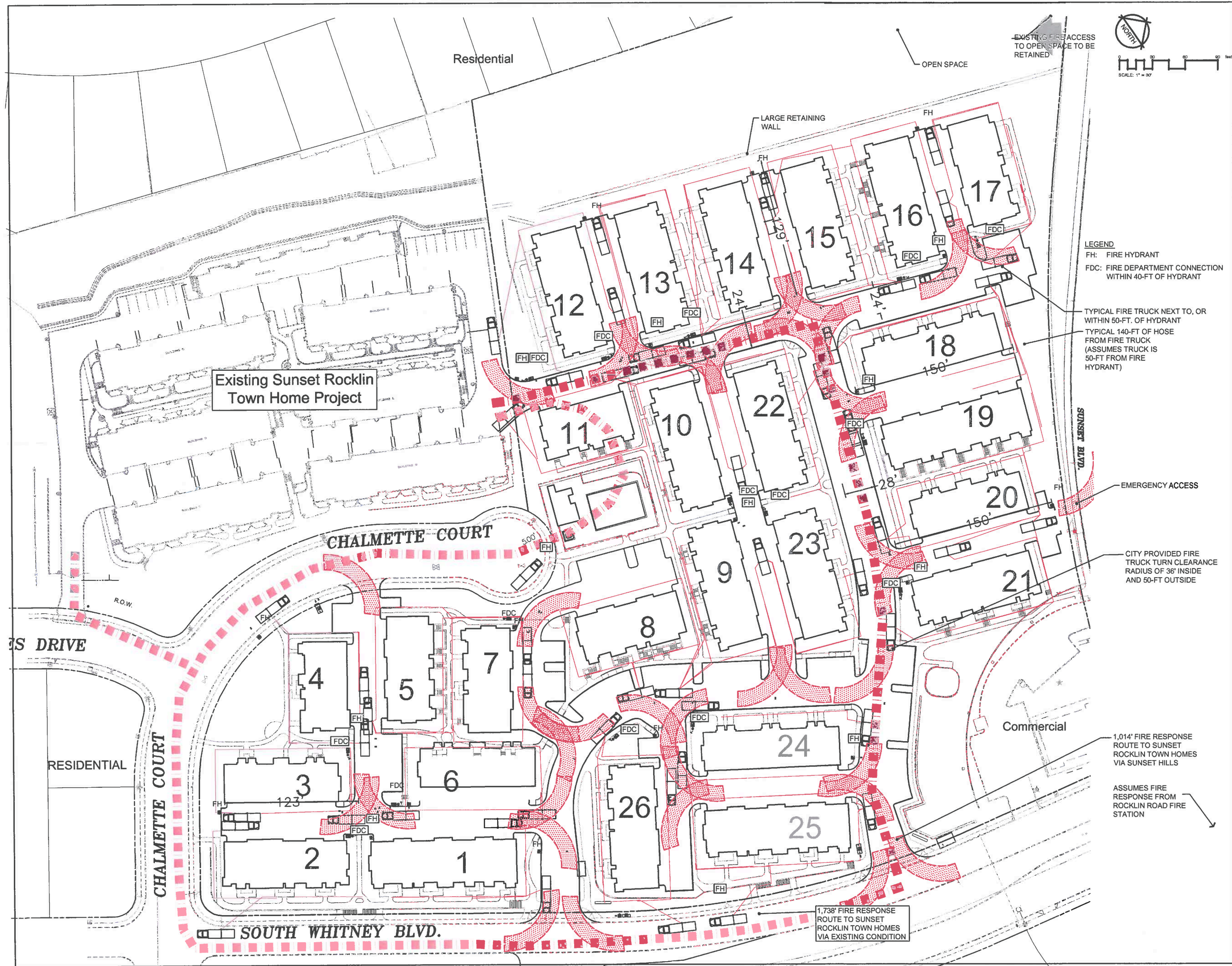


(Inventory Table)

OAK TREE PRESERVATION PLAN

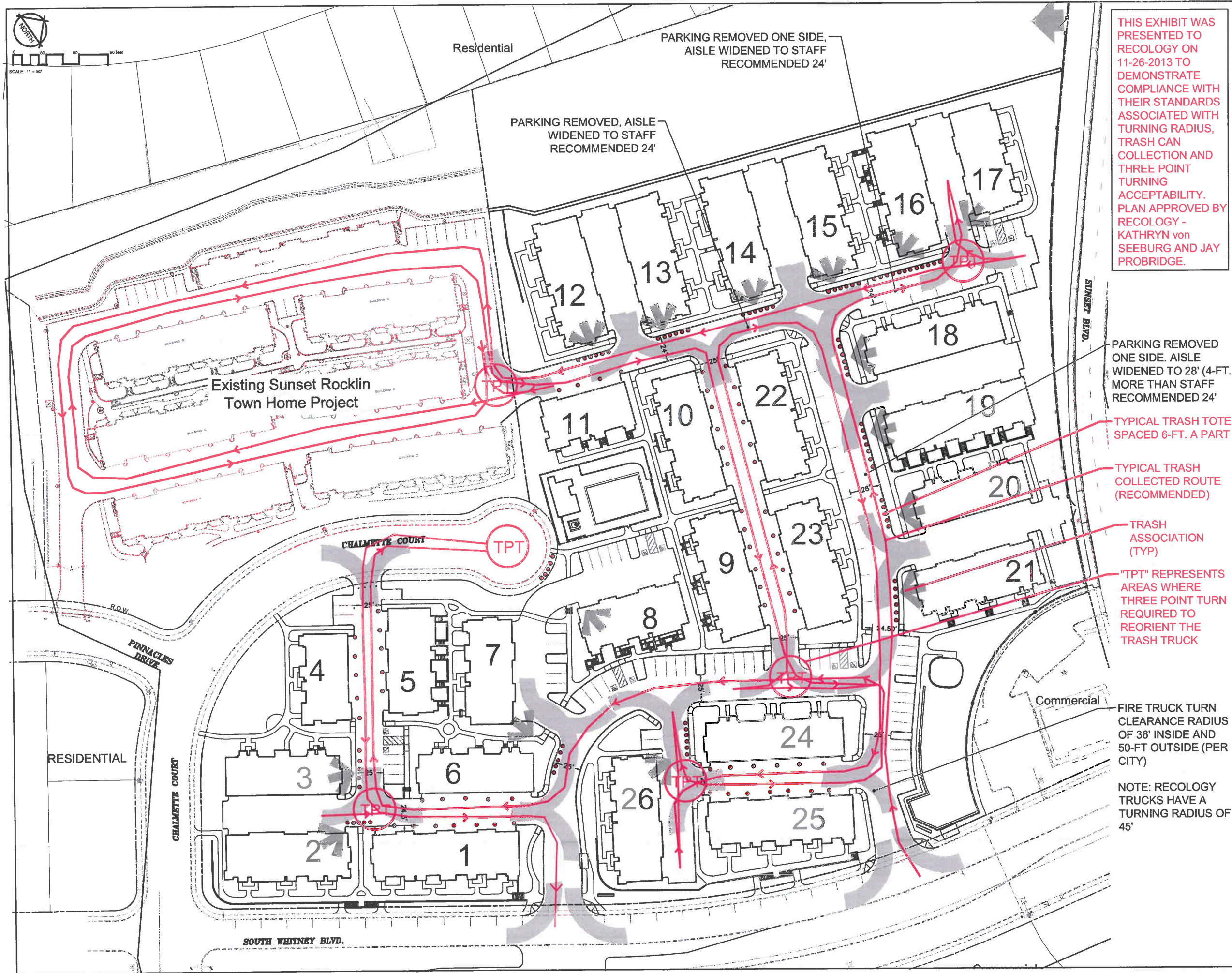
SUNSET HILLS TOWN HOMES, By USA Investment Associates

Rocklin, California



FIRE TRUCK ACCESS
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California





THIS EXHIBIT WAS PRESENTED TO RECOLOGY ON 11-26-2013 TO DEMONSTRATE COMPLIANCE WITH THEIR STANDARDS ASSOCIATED WITH TURNING RADIUS, TRASH CAN COLLECTION AND THREE POINT TURNING ACCEPTABILITY. PLAN APPROVED BY RECOLOGY - KATHRYN von SEEBURG AND JAY PROBRIDGE.

PARKING REMOVED ONE SIDE. AISLE WIDENED TO 28' (4-FT. MORE THAN STAFF RECOMMENDED 24')

TYPICAL TRASH TOTE SPACED 6-FT. A PART

TYPICAL TRASH COLLECTED ROUTE (RECOMMENDED)

TRASH ASSOCIATION (TYP)

"TPT" REPRESENTS AREAS WHERE THREE POINT TURN REQUIRED TO REORIENT THE TRASH TRUCK

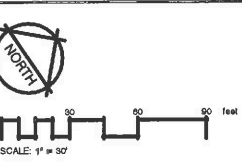
FIRE TRUCK TURN CLEARANCE RADIUS OF 36' INSIDE AND 50-FT OUTSIDE (PER CITY)

NOTE: RECOLOGY TRUCKS HAVE A TURNING RADIUS OF 45'

TRASH COLLECTION
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



September 5, 2014
631ED002.dwg



PRELIMINARY LANDSCAPE PLAN OVERVIEW

A Base Landscape Theme: Mediterranean

A Mediterranean - influenced landscape is lush, colorful, inviting, generally low maintenance, and filled with drought-tolerant plants. The Mediterranean landscape is ideally suited for Rocklin's climate and complements the architectural style of the project.

Basics of a Mediterranean Garden

There are certain core characteristics that define Mediterranean style. You won't find vast expanses of green lawn; instead, plantings are more contained, and even the larger areas are more likely to be filled with shrubs, perennials, annuals and ground covers. Earth tones are the dominant colors on houses and outdoor structures, punctuated by bright accent colors like red and purple.

The tentative plant palette on this exhibit identifies a variety of drought tolerant and California native plants suited to the Mediterranean style landscape.

B Detention Basin Landscape Theme: Water Quality /

The detention basin is expected to provide a portion of the detention for the storm water run-off created by the project. Toward that end, the basin will utilize a bio-swale grass in the main flood area of the basin, along with native to Northern California plant groups / ground covers along the sloped area. Plant materials in the flood area will be selected with the ability to withstand water inundation during flood periods.

C Conservation Open Space Theme: Native Plant Materials

Except in areas disturbed by the construction of the retaining wall, and oak tree mitigation planting the natural landscape in this area is intended to remain unchanged. Where disturbance is necessary, native grasses / native shrub and Western Redbuds will be introduced to create a transition between the project landscape and the native landscape. Maintenance and fire access to this area will remain via the existing access point from Sunset Blvd.

D South Whitney Blvd. Median Theme: Mediterranean

The landscape median along South Whitney Blvd. will be modified to accommodate the new turn lanes. The landscape area disturbed by construction will be replaced with native oaks and an under-story landscape consisting of Mediterranean plant materials.

E Perimeter Landscape Theme: Oak woodland / Mediterranean

The streetscape area between the public sidewalk and the project perimeter will include street trees and an under-story landscape consisting of Mediterranean plant materials. Boulders will also be incorporated into the landscape design.

Parking Area Shading

Visitor parking spaces will be shaded by trees located at least 1 tree every 5 spaces.

Irrigation Design

The irrigation design will consist mainly of low water use drip and in-line drip irrigation controlled by electronic valves and a "smart" irrigation controller. Additional low volume rotary irrigation will be used on lawn / grass areas or in landscape areas where spray irrigating ground cover areas is appropriate. Regardless of the type of irrigation proposed the project irrigation design will meet the requirements of the State of California Water Conservation in the Landscape Act.

See Also Grading Plan Exhibits That Include Typical Wall Sections and Images of Wall Types.

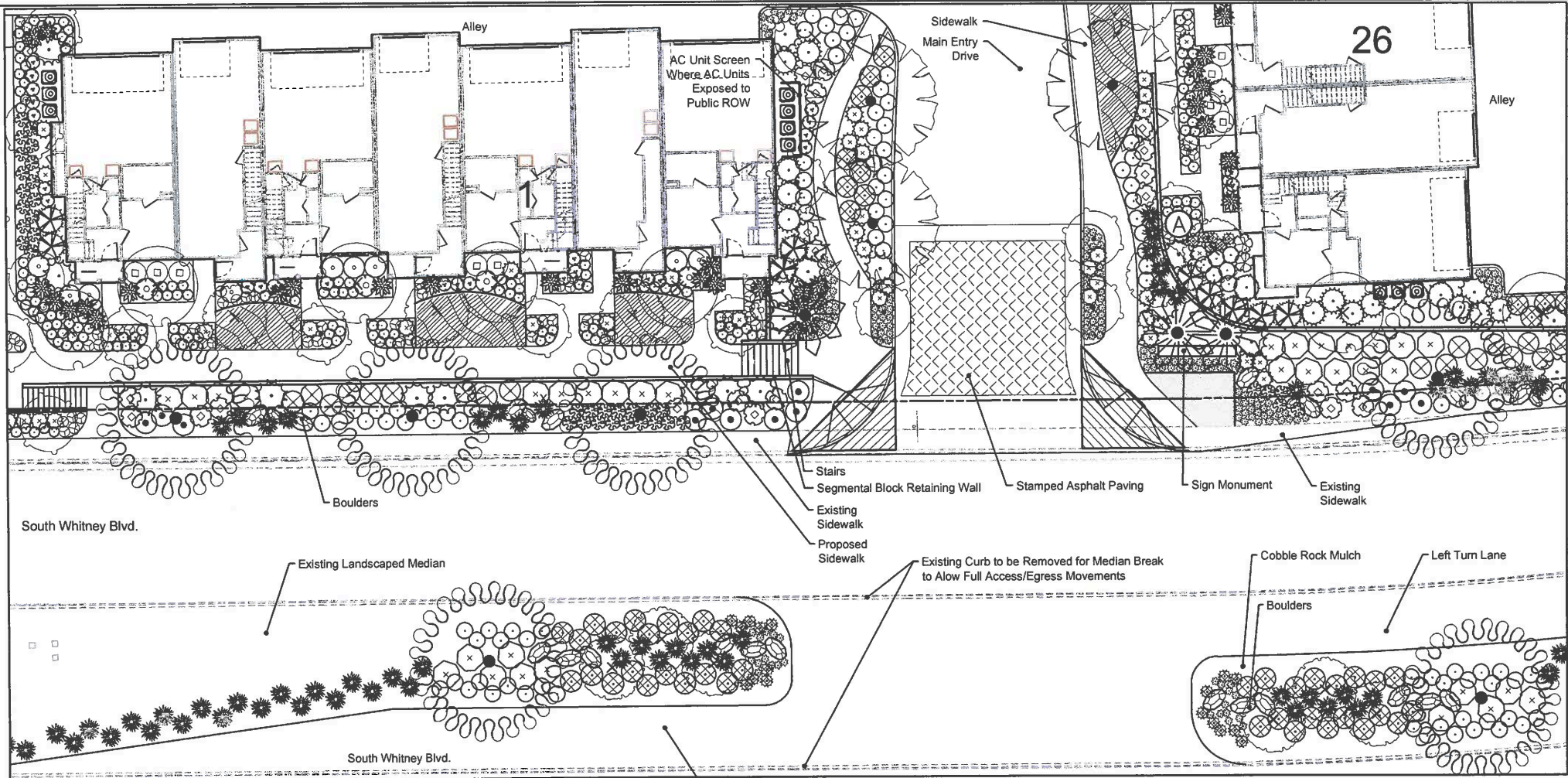


PRELIMINARY LANDSCAPE PLAN (Overview)

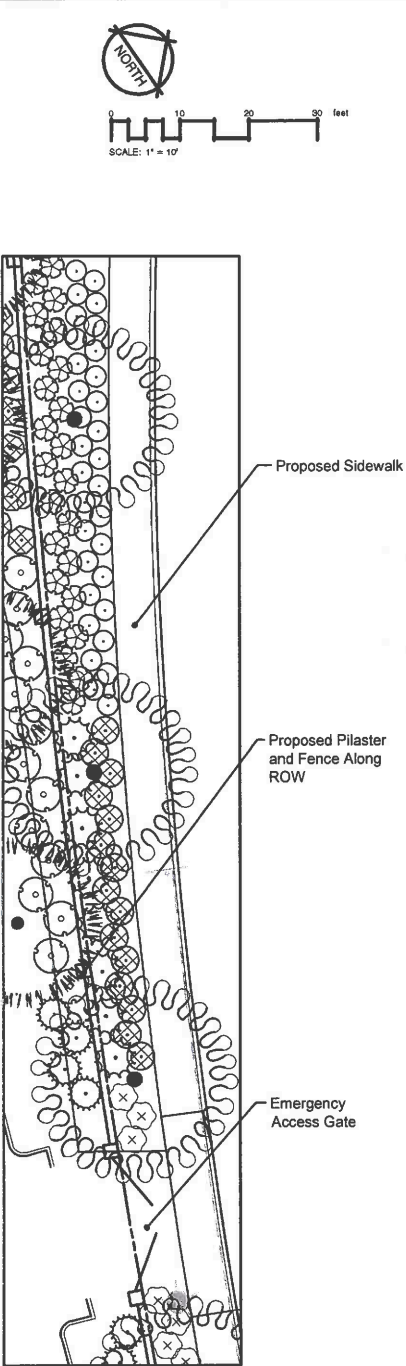
SUNSET HILLS TOWN HOMES, By USA Investment Associates

Rocklin, California

EXHIBIT B



TYPICAL LANDSCAPE AROUND BUILDINGS, ENTRY ALONG SOUTH WHITNEY BOULEVARD



TYPICAL ROW LANDSCAPE ALONG SUNSET BOULEVARD



AC UNIT SCREEN: Wood lattice frame components painted to match building wall.



ORNAMENTAL FENCING STYLE AROUND POOL AND TOT-LOT

PLANT PALETTE ASSOCIATED WITH THIS EXHIBIT ONLY (SEE FOLLOWING SHEET FOR COMPLETE PROJECT PLANT PALETTE)

SHRUBS				GRASSES			
	<i>Acer rubrum</i> 'Autumn Blaze'	Autumn Blaze Maple	15 gal		<i>Muhlenbergia capillaris</i> 'Regal Mist'™	Muhly	1 gal
	<i>Arbutus</i> x 'Marina'	Arbutus Standard	15 gal		<i>Muhlenbergia rigens</i>	Deer Grass	1 gal
	<i>Cupressus sempervirens</i>	Italian Cypress	15 gal	PERENNIALS AND GROUND COVERS			
	<i>Lagerstroemia indica</i> 'Muskogee'	Muskogee Crtape Myrtle	15 gal		<i>Agapanthus praecox</i> <i>orientalis</i>	Lily of the Nile	1 gal
	<i>Prunus cerasifera</i> 'Newport'	Newport Flowering Plum	15 gal		<i>Ardostaphylos</i> x 'Emerald Carpet'	Emerald Carpet Manzanita	1 gal
	<i>Quercus ilex</i>	Holly Oak	15 gal		<i>Dietes bicolor</i>	Fortnight Lily	1 gal
	<i>Syagrus romanzoffiana</i>	Queen Palm	14-ft BT		<i>Rosa</i> x 'Flower Carpet Red'	Red Groundcover Rose	1 gal
BOTANICAL NAME				COMMON NAME			
CONT				CONT			
	<i>Berberis thunbergii</i> 'Atropurpurea'	Red Leaf Japanese Barberry	5 gal		<i>Rosa</i> x 'Flower Carpet Coral'	Flower Carpet Coral Rose	2 gal
	<i>Berberis thunbergii</i> 'Rose Glow'	Rosy Glow Barberry	5 gal		<i>Rosa</i> x 'Flower Carpet White'	Flower Carpet Rose - White	2 gal
	<i>Callistemon citrinus</i> 'Little John'	Dwarf Bottle Brush	5 gal		<i>Trachelospermum asiaticum</i> 'Asiatic'	Asiatic Dwarf Star Jasmine	1 gal
	<i>Nandina domestica</i> 'Compacta'	Compact Heavenly Bamboo	5 gal		<i>Tulbaghia violacea</i>	Society Garlic	1 gal
	<i>Nerium oleander</i> 'Petite Pink'	Petite Pink Oleander	5 gal		<i>Tulbaghia violacea</i> 'Silver Lace'	Silver Lace Society Garlic	1 gal
	<i>Phormium tenax</i> 'Rubrum'	New Zealand Flax	5 gal		<i>Verbena tenuisecta</i>	Rock Verbena	1 gal
	<i>Prunus caroliniana</i> 'Compacta'	Carolina Cherry	5 gal	GROUND COVERS			
	<i>Raphiolepis indica</i> 'Ballerina'	Indian Hawthorne	5 gal		<i>Sod</i> x 'Bolero Plus'	Bolero Plus Lawn Sod	Sod
	<i>Raphiolepis indica</i> 'Clara'	Clara India Hawthorn	5 gal		<i>Sod</i> x 'Mow Free Native'	Mow Free Native Mix	Sod
	<i>Salvia greggii</i> 'Lipstick'	Autumn Sage	5 gal				

(Design Approach)
PRELIMINARY LANDSCAPE PLAN
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California

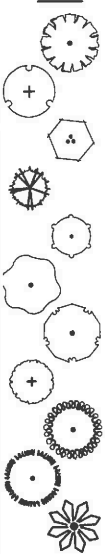


EXHIBIT B

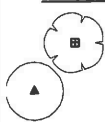
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Sept. 5, 2014

PLANT SCHEDULE

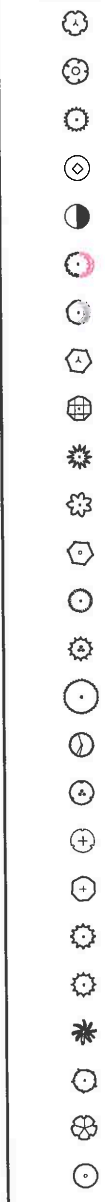
TREES



OAK TREE MITIGATION ON-SITE



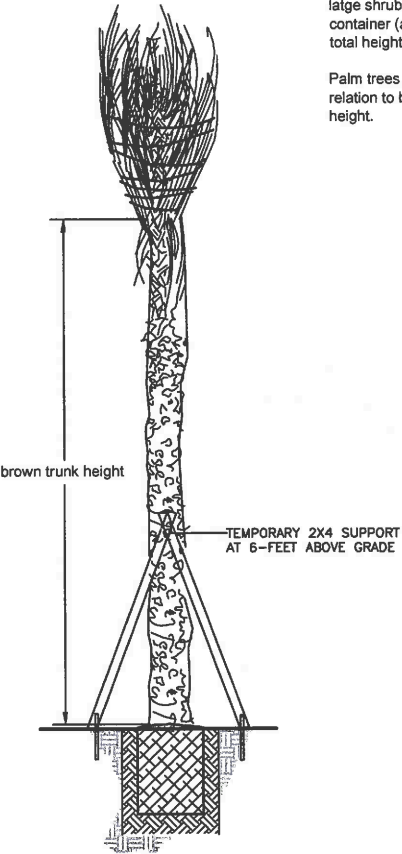
SHRUBS



BOTANICAL NAME	COMMON NAME	CONT
Acer rubrum 'Autumn Blaze' Med. Water Use	Autumn Blaze Maple	15 gal
Arbutus x 'Marina' Low Water Use	Arbutus Standard	15 gal
Cercis occidentalis Low Water Use	Western Redbud Multi-trunk	15 gal
Cupressus sempervirens Low Water Use	Italian Cypress	15 gal
Lagerstroemia indica 'Muskogee' Low Water Use	Muskogee Crtape Myrtle	15 gal
Pistacia chinensis 'Keith Davey' Low Water Use	Keith Davey Chinese Pistache	15 gal
Platanus x acerifolia 'Bloodgood' Medium Water Use	London Plane Tree	15 gal
Prunus cerasifera 'Newport' Med. Water Use	Newport Flowering Plum	15 gal
Quercus ilex Low Water Use	Holly Oak	15 gal
Sequoia sempervirens 'Aptos Blue' Medium Water Use	Aptos Blue Redwood	15 gal
Syagrus romanzoffiana Med. Water Use	Queen Palm	14-ft BT
BOTANICAL NAME	COMMON NAME	CONT
Quercus douglasii Mitigation Tree	Blue Oak	15 gal
Quercus lobata Mitigation Tree	Valley Oak	15 gal
BOTANICAL NAME	COMMON NAME	CONT
Azalea x 'Autum Twist' TM Medium Water Use	Encore Azalea 'Autumn Twist'	5 gal
Berberis thunbergii 'Atropurpurea' Low Water Use	Red Leaf Japanese Barberry	5 gal
Berberis thunbergii 'Rose Glow' Low Water Use	Rosy Glow Barberry	5 gal
Callistemon citrinus 'Little John' Low Water Use	Dwarf Bottle Brush	5 gal
Carpenteria californica Low Water Use	Bush Anemone	5 gal
Ceanothus x 'Concha' Low Water Use	California Lilac	5 gal
Ceanothus x 'Joyce Coulter' Low Water Use	Ceanothus Joyce Coulter	5 gal
Cistus x purpureus Low Water Use	Orchid Rockrose	5 gal
Cistus x skanbergii Low Water Use	Coral Rockrose	5 gal
Cordylifne x 'Baueri' Low Water Use	Bauer's Dracaena	5 gal
Cycas revoluta Med. Water Use	Sago Palm	5 gal
Heteromeles arbutifolia Low Water Use	Toyon	5 gal
Juniperus chinensis 'Blue Point' Low Water Use	Blue Point Juniper	5 gal
Juniperus chinensis 'Sea Green' Low Water Use	Sea Green Juniper	5 gal
Juniperus scopulorum 'Pathfinder' Low Water Use	Pathfinder Juniper	5 gal
Juniperus scopulorum 'Skyrocket' Low Water Use	Skyrocket Juniper	5 gal
Nandina domestica 'Compacta' Low Water Use	Compact Heavenly Bamboo	5 gal
Nandina domestica 'Moon Bay' TM Low Water Use	Moon Bay Nandina	5 gal
Nerium oleander 'Petite Pink' Low Water Use	Petite Pink Oleander	5 gal
Phormium tenax 'Rubrum' Low Water Use	New Zealand Flax	5 gal
Phormium tenax 'Sundowner' Low Water Use	New Zealand Flax	5 gal
Phormium tenax 'Yellow Wave' Low Water Use	New Zealand Flax	5 gal
Prunus caroliniana 'Compacta' Low Water Use	Carolina Cherry	5 gal
Raphiolepis indica 'Ballerina' Low Water Use	Indian Hawthorne	5 gal
Raphiolepis indica 'Clara' Low Water Use	Clara India Hawthorn	5 gal



Typical 15-gallon Tree Example Size



TREE SIZE NOTE AT PLANTING: The example image represent a "typical" expectation of size for trees planted from a 15-gallon container. Average branch height for single trunk tree ranges between 5' to 8', dependign upon species. Trunk caliper size is typically between 3/4" to 1". As noted in the American Standard for Nursery Stock Standards height relationship to caliper is different throughout regions of country dependign upon climate conditions. There is no defined height for any specific tree type.

Note that the Western Redbud multi-trunk species will look like a latge shrub in a 15-gallon container (approximately 3'-5' tall total height).

Palm trees are specified in relation to brown trunk (BT) height.



GRASSES



PERENNIALS AND GROUND COVERS



LANDSCAPE AREAS



GROUND COVERS

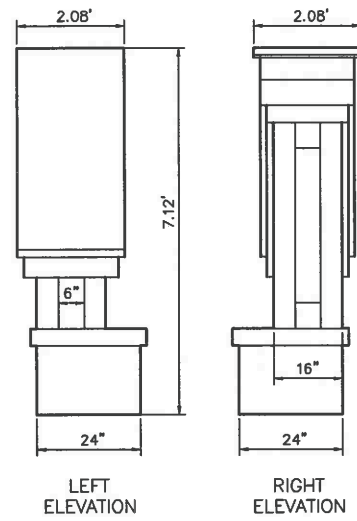
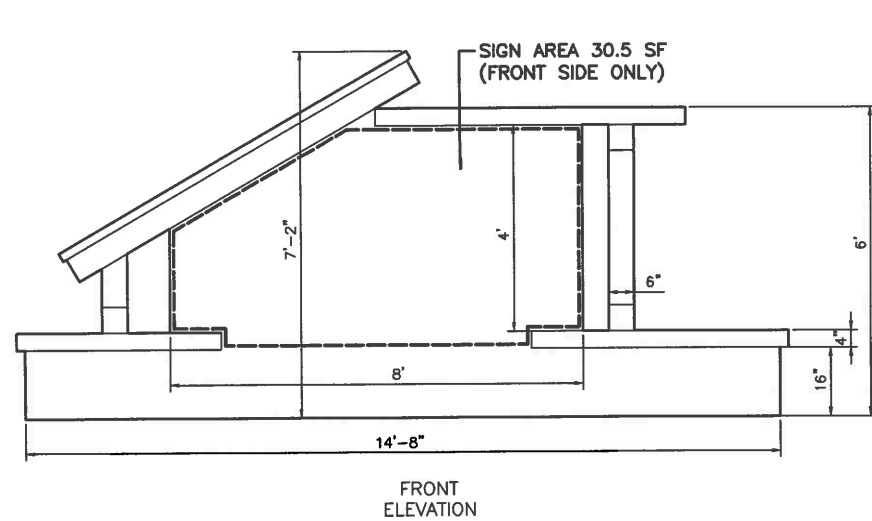


Raphiolepis indica 'Enchantress' TM Low Water Use	Enchantress Indian Hawthorne	5 gal
Salvia greggii 'Furmans Red' Low Water Use	Furman's Red Salvia	5 gal
Salvia greggii 'Lipstick' Low Water Use	Autumn Sage	5 gal
Salvia nemorosa 'Blue Hill' Low Water Use	Woodland Sage	5 gal
Teucrium fruticos Low Water Use	Bush Germander	5 gal
Xylosma congestum 'Compacta' Low Water Use	Compact Xylosma	5 gal
Yucca recurvifolia Low Water Use	Spineless Yucca	5 gal
BOTANICAL NAME	COMMON NAME	CONT
Carex divulsa Low Water use	Berkeley Sedge	1 gal
Festuca glauca 'Elijah Blue' Low Water Use	Blue Fescue	1 gal
Muhlenbergia capillaris 'Regal Mist' TM Low Water Use	Muhly	1 gal
Muhlenbergia rigens Low Water Use	Deer Grass	1 gal
BOTANICAL NAME	COMMON NAME	CONT
Agapanthus africanus 'Peter Pan' Med. Water Use	Dwarf Blue Lily of the Nile	1 gal
Agapanthus africanus 'Queen Anne' Med. Water Use	Queen Anne Lily of the Nile	1 gal
Agapanthus praecox orientalis Med. Water Use	Lily of the Nile	1 gal
Anigozanthos flavidus 'Big Red' Low Water Use	Red Kangaroo Paw	1 gal
Anigozanthos x 'Yellow Gem' Low Water Use	Yellow Gem Kangaroo Paw	1 gal
Arctostaphylos x 'Emerald Carpet' Low Water Use	Emerald Carpet Manzanita	1 gal
Ceanothus griseus horizontalis 'Yankee Point' Low Water Use	California Lilac	1 gal
Cotoneaster dammeri Low Water Use	Bearberry Cotoneaster	1 gal
Diates bicolor Low Water Use	Fortnight Lily	1 gal
Hemerocallis hybrid Med. Water use	Daylily ("Evergreen" Variety)	2 gal
Juniperus horizontalis 'Blue Chip' Low Water Use	Blue Chip Juniper	1 gal
Lavandula stoechas Low Water Use	Spanish Lavendar	1 gal
Mahonia repens Low Water Use	Creeping Oregon Grape	1 gal
Rose x 'Flower Carpet Red' Low Water Use	Red Groundcover Rose	1 gal
Rosa x 'Flower Carpet Coral' Low Water Use	Flower Carpet Coral Rose	2 gal
Rosa x 'Flower Carpet White' Low Water Use	Flower Carpet Rose - White	2 gal
Trachelospermum asiaticum 'Asiatic' Medium Water Use	Asiatic Dwarf Star Jasmine	1 gal
Trachelospermum jasminoides 'Star' Medium Water Use	Star Jasmine	1 gal
Tulbaghia violacea Med. Water Use	Society Garlic	1 gal
Tulbaghia violacea 'Silver Lace' Med. Water Use	Silver Lace Society Garlic	1 gal
Verbena tenuisecta Low Water Use	Rock Verbena	1 gal
BOTANICAL NAME	COMMON NAME	CONT
Open Space Natural Area	Undisturbed Area	1 gal minimur
BOTANICAL NAME	COMMON NAME	CONT
Landscape Area Low and Medium Water Use	Shrub and GC Area	SF
Sod - Bio Swale Mix Low Water Use	DELTA Blue Grass Native Bio-Swale Mix	Sod
Sod x 'Bolero Plus' High Water Use	Bolero Plus Lawn Sod	Sod
Sod x 'Mow Free Native' Low Water Use	Mow Free Native Mix	Sod

PRELIMINARY PLANT SCHEDULE
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California

EXHIBIT B





1 SUNSET HILLS TOWN HOME SIGN MONUMENT
3/4" = 1'-0"

1314-01

DIMENSIONAL ELEVATIONS

PERSPECTIVE VIEW



PRELIMINARY PROJECT SIGN DESIGN

SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California

EXHIBIT B



831UP.001.dwg Sept. 5, 2014

EXHIBIT B

SD-2013-03 and TRE-2013-13

Available at the Economic and Community Development Department, Planning Division

EXHIBIT B
SD-2013-03

SUNSET HILLS TOWN HOME PARKING ENFORCEMENT PLAN

September 30, 2014

Background

USA Investment Associates, has applied for, Rezoning, Tentative Subdivision Map (for Condominiums) and Design Review approval from the City of Rocklin to develop 148 townhome units in a Project known as Sunset Hills.

Chapter 17.66.020 of the Rocklin Municipal Code requires submittal of a parking enforcement plan when a proposed project includes assigned parking spaces consisting of one- or two-car garages. The developer is also required to implement the parking enforcement plan and incorporate them into the leases or covenants, conditions and restrictions. The plan shall be approved by the commission and shall include, but not be limited to, the following.

1. Adequate guarantees that the garages shall be used for the parking of automobiles;
2. Roll-up garage doors, with automatic garage door openers;
3. Garages located no more than six-feet from the driveway aisle, or no less than twenty feet from the driveway aisle if tandem parking is provided.

This document will serve as the parking enforcement plan for the Sunset Hills Project.

PARKING ENFORCEMENT PLAN

1. Project Design

The project design incorporates several features to address parking issues

- Adequate parking has been provided pursuant to the City's parking requirements for townhomes
- Each dwelling unit has been provided with a minimum of two enclosed garage spaces.
- Each garage will have a roll-up garage door, with automatic garage door opener.
- Driveways are generally within 6 feet from the drive aisle to ensure that tenants will not park in the drive aisles or driveways.

2. Enforcement

Leases and future CC&R's will include a requirement that all residents are required to park inside the garages. Violations will be subject to a warning, followed by a fine.

RESOLUTION NO. 2015-144

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
A DESIGN REVIEW FOR MULTI-FAMILY HOMES

(Sunset Hills Townhomes / DR-2013-04)

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. Design Review (DR-2013-04) approves site design, landscaping and architectural designs, colors and materials of a multi-family townhouse project on an approximately 11.2 gross acre site generally located at the southwest corner of South Whitney Boulevard and Sunset Boulevard (APN 016-240-044).

B. A Mitigated Negative Declaration has been approved for this project via Resolution No. 2015-142.

C. The design of the site is compatible with surrounding development, natural features and constraints.

D. The height, bulk, area, color scheme and materials of the buildings and structures are compatible with surrounding development.

E. The buildings and structures have been oriented with consideration given to minimizing energy consumption and maximizing use of natural lighting.

F. Adverse light and glare impacts upon adjoining properties have been eliminated or reduced to a less than significant level by consideration and / or modification of the location and height of light standards, orientation of exterior lighting fixtures, and conditioning the project to use light fixtures that will direct light downward.

G. The landscaping design is compatible with surrounding development and has been designed with provisions for minimizing water usage and maintenance needs.

H. The design of the site and buildings or structures is consistent with the goals, policies, land use designations in the General Plan and with the zoning, regulations, standards, and restrictions proposed in the General Development Plan and Rezone (PDG-2013-03 and Z-2013-04) being processed concurrently.

Section 2. The Design Review for the Sunset Hills Townhomes (DR-2013-04) as depicted in Exhibits A and B attached hereto and by this reference incorporated herein, are hereby approved subject to the conditions listed below. The approved Exhibits A and B shall govern the design and construction of the project. Any condition

directly addressing an element incorporated into Exhibits A and B shall be controlling and shall modify Exhibits A and B. All other plans, specifications, details, and information contained within Exhibits A and B 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 prior a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. 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. Screening of Mechanical Equipment

- a. The appearance of large utility features such as double detector check valves shall be minimized through the use of utility blankets or other acceptable screening methods. The developer shall also demonstrate that these facilities have been located as far as possible from the public right-of-way. (PLANNING)
- b. All mechanical equipment, whether ground- or roof-mounted shall be screened from view from all public vantage points, to the satisfaction of the Economic and Community Development Director. The design of the screening shall be in harmony with the architectural design of the building; the material(s) shall be durable and low-maintenance, not wood. (PLANNING)

2. Landscaping

- a. Final landscape plans shall be provided by the developer and approved by the Economic and Community Development Director. The landscape plans shall comply with the following requirements: (PLANNING)

i) The landscaping plan shall be prepared by a landscape architect and shall include:

1) 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 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock. The legend shall provide the numbers of plants and the groundcover spacing to achieve compliance with the landscape plan in Exhibit B. Plant quantities shall be adjusted at the determination of the Economic and Community Development Director to achieve compliance with the approved Exhibit B and this condition. Plant varieties shall be provided in the largest nursery container locally available regardless of which category and of what size they are shown in the Plant Schedule (e.g. shrubs such as Agapanthus shall be provided in five gallon containers even though they are scheduled as perennials and one gallon containers).

Another tree species shall be substituted for Italian Cypress where specified, subject to the approval of the Economic and Community Development Director.

- 2) A section diagram of proposed tree staking.
- 3) An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.
- 4) Provision for the shading of the visitor parking spaces by shade trees planted at a minimum of one for every five parking spaces.
- 5) Vines and other vertical landscape elements (e.g. trellis, espalier, green screen, etc.) and/or screening shrubs shall be planted on the west side of the pool bathroom building to soften the exterior walls appearance from Chalmette Court.

ii) The plan shall be certified by the landscape architect that the landscape plan meets the requirements of the water Conservation and Landscaping Act. Government Code §65591, et seq.

- b. The parking lot lighting plan shall be designed to accommodate the required shade trees and provide for illumination of the parking areas. Light standards and underground utilities shall be located such that required parking lot shade trees can still be planted. (ENGINEERING, BUILDING, PLANNING)
- c. All landscaping shall be installed and the landscape architect shall certify, in writing, that the landscaping and irrigation system have been installed in full compliance with the approved plans prior to issuance of a Certificate of Occupancy. (PLANNING)

3. Signage

- a. All signs shall conform to the Sign Ordinance of the City of Rocklin and the final sign design(s) and location(s) shall be to the satisfaction of the Economic and Community Development Director. The revised sign design(s) shall not include the slanted "roof" element, and shall incorporate the design and materials consistent with the project architecture, more artistic metal lettering, and possibly a metal art accent. (PLANNING)
- b. If the project signs are to be illuminated, ground mounted lighting shall comply with the following, to the satisfaction of the Economic and Community Development Director: (PLANNING)
 - 1) The light source shall be designed and oriented so that it shines only on the sign itself and not into the sky or elsewhere, and
 - 2) The light source itself shall be screened, with a permanent physical barrier, such that it is not visible from the adjacent streets or driveways.

4. Architecture

The architecture, colors, and materials of the townhouses and pool bathroom building shall be as generally shown in Exhibit A, to the satisfaction of the Economic and Community Development Director, except as modified herein: (PLANNING, BUILDING)

- a. The pitch of the roof on the vertical window element on the facades shall be modified.
- b. The windows provided shall have additional enhancements such as mullions and/or other details.

5. Recreation Amenities

The tot lot and pool areas shall be designed and constructed to the satisfaction of the Economic and Community Development Director. The pool building location shall be revised to meet the 12.5 foot street side setback. (PLANNING, BUILDING)

6. Air Quality

- a. Electrical receptacles shall be installed in the front and back exterior walls of the buildings to promote the use of electrical landscaping equipment. (BULDING, PLANNING)
- b. If outdoor grills or fireplaces are incorporated into the common areas, they shall be installed to operate with natural gas. (BULDING, PLANNING)
- c. Low nitrous oxide (NO_x) natural gas hot water heaters shall be installed if gas hot water heaters are to be used in this project. (BUILDING, PLANNING)
- d. Prior to the issuance of building permits, the application shall demonstrate that woodburning appliances such as fireplaces, pellet stoves, and woodstoves will not be installed (the use of propane or natural gas fueled fireplaces is permitted if demonstrated to be in compliance with applicable regulations). (III.-1) (BUILDING)

7. Noise

- a. All “self-powered” construction equipment and stationary noise sources (i.e. pumps, electrical generators, etc.) shall be equipped with noise control devices (e.g., mufflers). (ENGINEERING, BUILDING)
- b. Equipment “warm-up” areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e. pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible. (ENGINEERING, BUILDING)
- c. All phases of project development shall be subject to the City of Rocklin Construction Noise 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. The Economic and Community Development Director may grant exceptions to the Construction Noise Guidelines if, in their opinion, special and unusual circumstances exist that make strict

adherence to the Construction Noise Guidelines infeasible.
(ENGINEERING, BUILDING)

- d. Air conditioning or mechanical ventilation shall be provided for all residences constructed within this development to allow occupants to keep doors and windows closed for acoustical isolation. All mechanical equipment shall be ground mounted. (PLANNING, BUILDING)

8. 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.

9. Security

- a. Prior to building permit issuance the applicant shall prepare a security plan for review by the Rocklin Police Department and shall provide the Rocklin Police Department with the name(s) and telephone number(s) of a responsible party to contact / the president of the homeowners association. (POLICE)
- b. Prior to building / unit occupancy the property owner, or each tenant, shall obtain and maintain at all times, an Alarm System Permit for each security system installed and operated in the complex, if any, in accord with the requirements of Chapter 9.44 of the Rocklin Municipal Code. (POLICE)

10. Maintenance

- a. The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32. Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

- b. The project, including but not limited to paving, landscaping, structures, and improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Economic and Community Development Director. (PLANNING)

11. 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 multi-family unit is currently \$1,799. (BUILDING)
- b. Community Park Fees shall be paid as required by City Council Resolution #99-82. The amount of the fee per dwelling unit is currently \$569 / dwelling unit. (BUILDING)

12. Phasing

If the project is to be phased, a phasing plan showing the sequence of site improvements shall be submitted for review and approval by the Economic and Community Development Director and the City Engineer. The Economic and Community Development Director and the City Engineer may condition the phasing to ensure each phase shall function independently. Landscaping along the entire street frontage(s) may be required for design continuity and consistency of plant growth. (ENGINEERING, BUILDING, PLANNING)

13. 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 General Development Plan and Rezone (PDG-2013-03 and Z-2013-04), Tentative Subdivision Map and Oak Tree Preservation Permit (SD-2013-03 and TRE-2013-13) have been approved. (PLANNING, ENGINEERING)

PASSED AND ADOPTED this 9th day of June, 2015, by the following vote:

AYES: Councilmembers: Janda, Ruslin, Butler, Yuill, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



George Magnuson, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

P:\PUBLIC PLANNING FILES__ PROJECT FILES\Sunset Hills Townhomes\Meeting Packets\CC 6-9-15\08 Sunset Hills CC
Reso (DR-2013-04) - final post CC.doc

EXHIBIT A

Sunset Hills Townhomes (DR-2013-04)

Available at the Economic and Community Development Department, Planning Division

**EXHIBIT A - PRELIMINARY DESIGN
REVIEW PERMIT, ARCHITECTURAL**
Assessor Parcel Number: 011 & 016-240-044
Building Plans, Sections, Elevations
Unit Plans & Sections

PROJECT DIRECTORY

OWNER

USA Investment Associates, Gil Lee
606 North First Street, San Jose CA 95112
408-666-8122

APPLICANT

USA Investment Associates, Gil Lee
606 North First Street, San Jose CA 95112
408-666-8122

ARCHITECT

Gkw Architects, Gordon K Wong
710E Mcglincy Ln St 109, Campbell CA 95008
408-315-2125

CIVIL ENGINEER

Omni-Means, Ltd., Keith Mullinix, P.E.
943 Reserve Dr., Ste 100, Roseville, CA 95678
916-782-8688

LANDSCAPE ARCHITECT

Omni-Means, Ltd. Scott Robertson, LLA
943 Reserve Dr., Ste 100, Roseville, CA 95678
916-782-8688

UTILITIES

Sewer: S.P.M.U.D.
Water: P.C.W.A.
Telephone: SBC Telephone
Gas & Electric: PG&E
Garbage Disposal: Recology Auburn- Placer
Disp. Service

VICINITY MAP



BUILDING KEY MAP



SUNSET HILLS TOWN HOMES

N I L K C O R A I N R O F I L A C



BUILDING C



BUILDING D



PROJECT CONDITIONS

- THE PROJECT SHALL INCLUDE THE FOLLOWING:
- DECORATIVE PILASTERS/COLUMNS FOR THE WROUGHT IRON PERIMETER FENCE AND THE MASONRY/ SOUND WALLS, CONSISTENT WITH THE CITY'S DESIGN REVIEW GUIDELINES/ TUBULAR STEEL FENCES TO BE ERCTED AROUND THE DETENTION BASINS.
 - ADDITIONAL ENHANCEMENTS WITHIN THE LANDSCAPING ALONG THE PUBLIC RIGHTS-OF- WAYS, INCLUDING BOULDERS AND/OR OTHER FEATURES/ AMENITIES, TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR.
 - NON-WOOD AC SCREENS WITH A GATE TO ALLOW ACCESS FOR MAINTENANCE OF THE UNITS.
 - MINIMAL PLANT NUMBERS SUCH AS THE NUMBER FOR VARIOUS TREE SPECIES AND THE GROUNDCOVER SPACING AND INSPECTIONS FOR BOTH THE RIGHT OF WAY AND ONSITE LANDSCAPING. CITY OF ROCKLIN STAFF TO CRAFT CONDITIONS THAT SPECIFY THE FINAL LANDSCAPE PLANS IN CLOSE CONFORMANCE WITH THE APPROVED EXHIBITS AND THE NUMBER OF PLANTS SHALL BE TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR, INCLUDING SPECIFIED MINIMUM SPACING FOR GROUND COVER AND SHRUBS.
 - DECORATIVE PAVING/ PAVERS AT THE ENTRANCES. SUNSET HILLS PROJECT SHALL MATCH WITH ACROSS THE STREET, SOUTHWITNEY MIXED USE PROJECT.

BUILDING INFORMATION

SD-1.0 COVER SHEET
SD-1.1 INFO, SYMBOLS & ABBREVIATIONS

BUILDING FLOOR PLANS

SD-2A.0 BUILDING A
SD-2B.0 BUILDING B
SD-2C.0 BUILDING C
SD-2D.0 BUILDING D
SD-2E.0 BUILDING E
SD-2F.0 BUILDING F

BUILDING SECTIONS

SD-4A.0 BUILDING A
SD-4B.0 BUILDING B
SD-4C.0 BUILDING C
SD-4D.0 BUILDING D
SD-4E.0 BUILDING E
SD-4F.0 BUILDING F

BUILDING ELEVATIONS

SD-3A.0 BUILDING A
SD-3A.1 BUILDING A
SD-3B.0 BUILDING B
SD-3B.1 BUILDING B
SD-3C.0 BUILDING C
SD-3C.1 BUILDING C
SD-3D.0 BUILDING D
SD-3D.1 BUILDING D
SD-3E.0 BUILDING E
SD-3E.1 BUILDING E
SD-3F.0 BUILDING F
SD-3F.1 BUILDING F

POOL BATH & MATERIALS

SD-5.0 POOL BATH
SD-5.1 MATERIALS
SD-5.2 ROOF SCHED.

UNIT PLANS & SECTIONS, PER BUILDING TYPE

SD-6.0 UNIT PLAN 1.0 PLANS & SECTIONS
SD-6.1 UNIT PLAN 2.0 PLANS & SECTIONS
SD-6.2 UNIT PLAN 3.0 PLANS & SECTIONS
SD-6.3 UNIT PLAN 4.0 PLANS & SECTIONS
SD-6.4 UNIT PLAN 5.0 PLANS & SECTIONS
SD-6.5 UNIT PLAN 6.0 PLANS & SECTIONS
SD-6.6 UNIT PLAN 7.0 PLANS & SECTIONS

EXHIBIT A
DR-2013-04



RECOMMENDED FOR APPROVAL BY
PLANNING COMMISSION ON:

Feb 17, 2015 *Marc Mondell*

APPROVED BY
CITY COUNCIL ON: June 9, 2015

Barbara Ivanusich



Cover Sheet

Sunset Hills Town Homes
City of Rocklin, California
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013
Cover Sheet
Not for Construction
SD - 1.0
SCALE 1" = 80'-0"
1/13/2015 6:44:28 PM

A		G		N		S	
ABV	ABOVE	GALV	GALVANIZED	(N)	NEW	SCD	SEE CIVIL DRAWINGS
AC	ASPHALT CONCRETE	GC	GENERAL CONTRACTOR	N	NORTH	SCHD	SCHEDULE
AD	AREA DRAIN	GL	GLASS	NIC	NOT IN CONTRACT	SD	STORM DRAIN
ADDL	ADDITIONAL	GND	GROUND	NOM	NOMINAL	SECT	SECTION
AFF	ABOVE FINISH FLOOR	GWB	GYPNUM WALL BOARD	NP	NO PARKING	SED	SEE ELECTRICAL DRAWINGS
ASPH	ASPHALT	GYP	GYSUM	NR	NON-RATED	SF	SQUARE FOOT OR FEET
				NTS	NOT TO SCALE	SHR	SHOWER
						SHT	SHEET
						SHTG	SHEATHING
						SIM	SIMILAR
						SJ	SEISMIC JOINT
						SL	SEALANT
						SLD	SEE LANDSCAPE DRAWINGS
						SM	SHEET METAL
						SMD	SEE MECHANICAL DRAWINGS
						SOF	SOFFIT
						SOG	SLAB ON GRADE
						SPD	SEE PLUMBING DRAWINGS
						SPEC/S	SPECIFICATION
						SQ	SQAURE
						SS	SANITARY SEWER
						SSD	SEE STRUCTURAL DRAWINGS
						STC	SOUND TRANSMISSION
						STD	COEFFICIENT
						STL	STANDARD
						STOR	STEEL
						STRL	STORAGE
						SY	STRUCTURAL
							SQUARE YARD
						T	
						T&B	TOP AND BOTTOM
						T&G	TONGUE AND GROOVE
						TC	TOP OF CURB
						TOC	TOP OF CONCRETE
						TOP	TOP OF PAVING
						TOS	TOP OF STEEL
						TRD	TREAD
						TW	TOP OF WALL
						U	
						UL	UNDERWRITERS LABORATORIES
						UTIL	UTILITIES
						V	
						VCP	VITREOUS CLAY PIPE
						VERT	VERTICAL
						VTR	VENT THROUGH ROOF
						W	
						W	WEST OR WIDTH
						WC	WATER CLOSET
						WD	WOOD
						WDW	WINDOW
						W/O	WITHOUT
						WP	WATER PROOF
						WPT	WORKING POINT
						WR	WATER RESISTANT

PROJECT SUMMARY

BUILDING	TYPE	UNITS
A	5 PLEX	1.0, 5.0
B	6 PLEX	1.0, 1.1
C	7 PLEX	2.0, 3.0, 4.0, 5.0
D	6 PLEX	2.1, 3.1, 3.2
E	5 PLEX	4.0, 6.0, 7.0
F	4 PLEX	2.2, 3.3, 4.1, 4.2

ALL UNITS - 2 CAR GARAGE

BUILDING A

UNITS	FLOORS	COUNT	BEDROOMS	BATHS
1.0	2.5	4	3	2.5
5.0	2.5	1	3	2.5

BUILDING B

UNITS	FLOORS	COUNT	BEDROOMS	BATHS
1.0	2.5	2	3	2.5
1.1	2.5	4	3	2.5

BUILDING C

UNITS	FLOORS	COUNT	BEDROOMS	BATHS
2.0	3	3	3	3.0
3.0	3	1	3	3.5
4.0	3	2	3	3.5
5.0	3	1	4	3.5

BUILDING D

UNITS	FLOORS	COUNT	BEDROOMS	BATHS
2.1	3	3	3	3.5
3.1	3	2	3	3.0
3.2	3	1	3	3.5

BUILDING E

UNITS	FLOORS	COUNT	BEDROOMS	BATHS
4.0	3	1	3	3.5
6.0	3	1	3	3.5
7.0	2	1	3	3.5

BUILDING F

UNITS	FLOORS	COUNT	BEDROOMS	BATHS
2.2	3	1	3	3.0
3.3	3	1	3	3.5
4.1	3	1	3	3.5
4.2	3	1	4	3.5

APPLICABLE CODES & REGULATIONS

- 2013 CALIFORNIA BUILDING CODES PART 1.6, 10 & 11A/B
- 2013 CALIFORNIA BUILDING CODES PART 2, 2.5, 3-5, 8-9, 12
- 2013 CALIFORNIA RESIDENTIAL CODE PART 2.5
- 2013 CALIFORNIA MECHANICAL CODE
- 2013 CALIFORNIA PLUMBING CODE
- 2013 CALIFORNIA FIRE CODE
- 2012 INTERNATIONAL BUILDING CODE
- 2010 CALIFORNIA GREEN BUILDING CODES
- 2011 CITY OF ROCKLIN DESIGN REVIEW GUIDELINES
- ALL OTHER STATE AND LOCAL LAWS, ORDINANCES& REGULATIONS
- ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION.
- PROJECT PLAN SHALL IDENTIFY BEST MANAGEMENT PRACTICES (BMP'S) APPROPRIATE TO THE USE CONDUCTED ON-SITE IN ORDER TO LIMIT ENTRY OF POLLUTANTS INTO STORM WATER RUN OFF TO THE MAXIMUM EXTENT PRACTICABLE.

- CERAMIC FLOOR TILES
- CARPET
- CONCRETE PAD
- EXISTING STRUCTURES
- PROPOSED STRUCTURES

- KEY NOTE
- DATUM REFERENCE
- DETAIL REFERENCE
- APPROXIMATE LINE OF WORK
- DOOR TYPE
- REVISION

- BUILDING SECTION
- WALL TYPE
- INTERIOR ELEVATION
- WINDOW TYPE
- REMOVE
- ROOM TAG

Info, Symbols & Abbreviations

ARCHTECHIS
ARCHITECTS

Gordon K. Wong AIA, LEED GA
Principal Architect
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(415) 316-2122 FAX (415) 316-2123, GKW Architects.com

Sunset Hills Town Homes
City of Rocklin, California

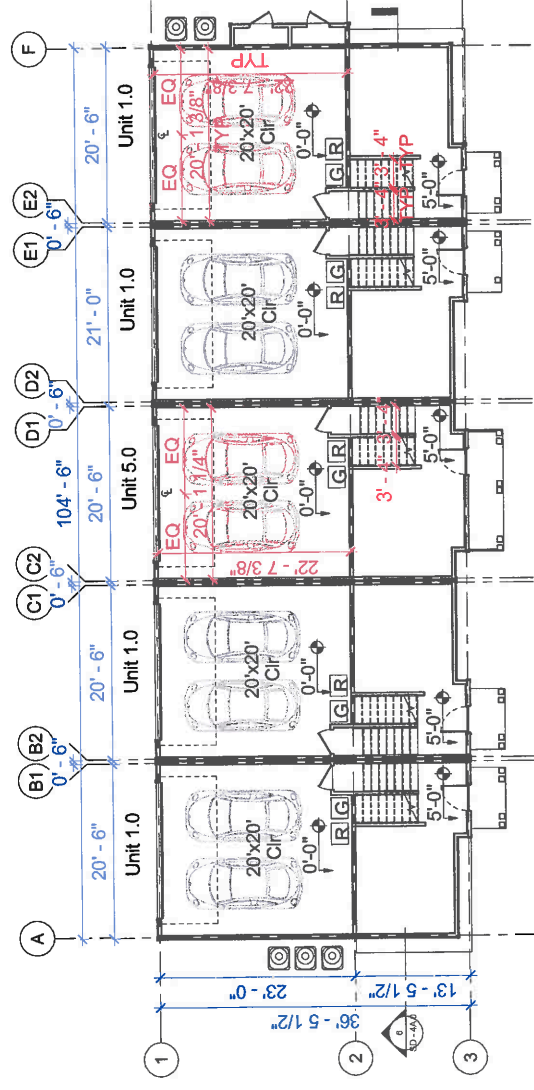
by, **USA Investment Associates**

Project Schedule
Revision
01 10.05.2013

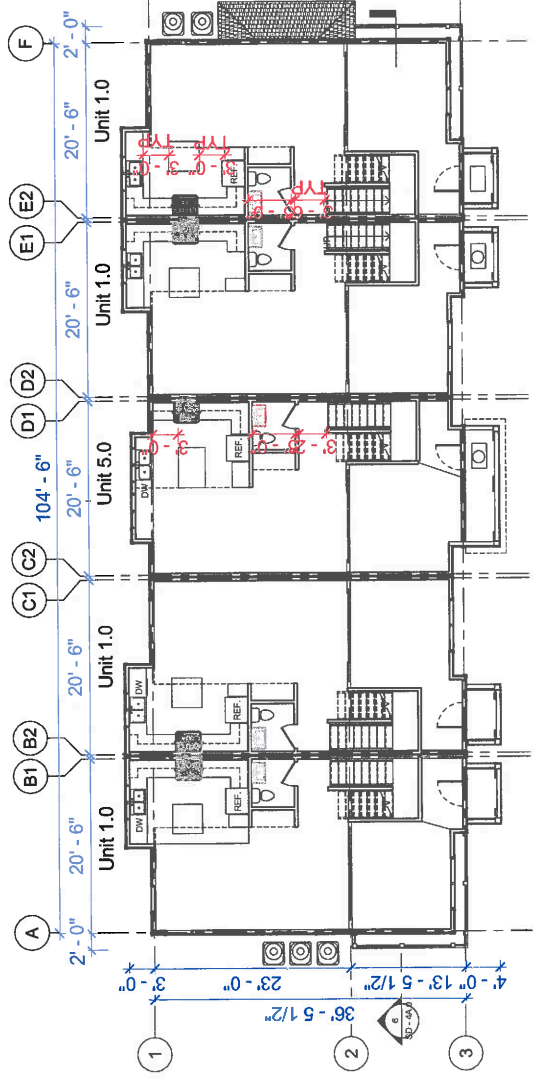
Info, Symbols & Abbreviations

Not for Construction
SD - 1.1

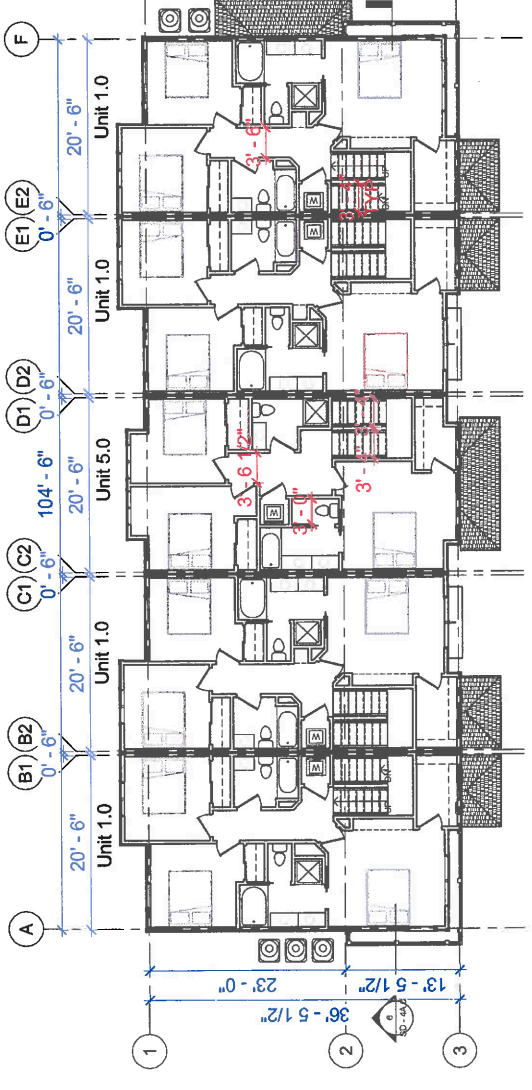
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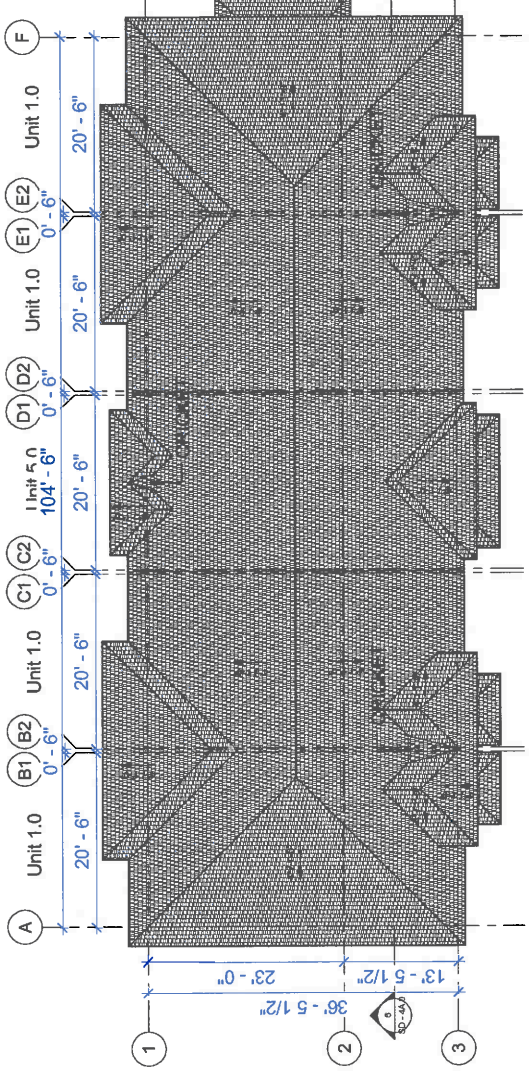
1 Building A, 5 Plex, Level 1, F.F.
1/8" = 1'-0"



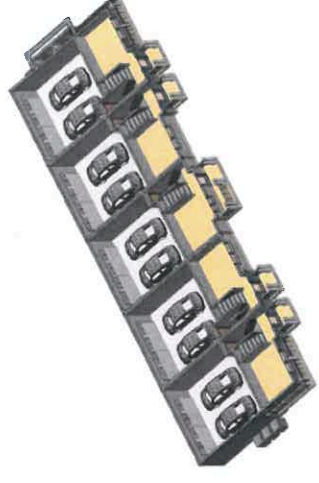
2 Building A, 5 Plex, Level 2, F.F.
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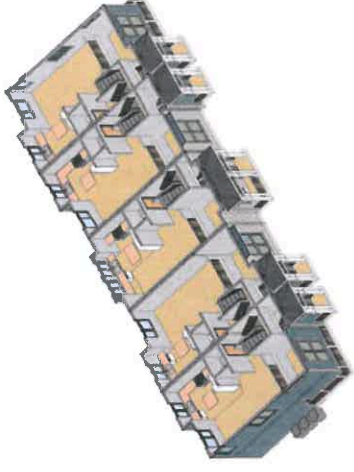
3 Building A, 5 Plex, Level 3, F.F.
1/8" = 1'-0"



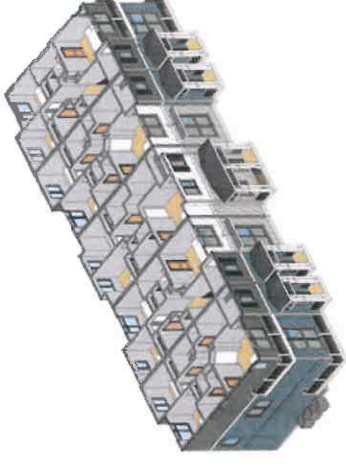
4 Building A, 5 Plex, Level 4, Roof
1/8" = 1'-0"



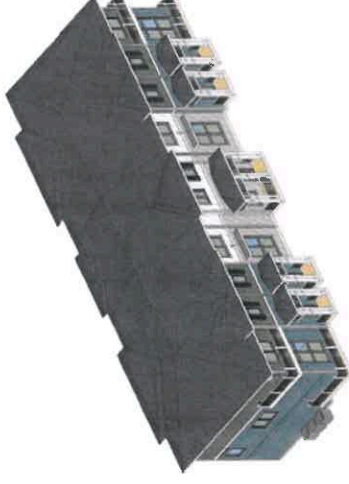
5 Building A, 5 Plex, Axon 1st Floor



6 Building A, 5 Plex, Axon 2nd Floor



7 Building A, 5 Plex, Axon 3rd Floor



8 Building A, 5 Plex, Axon Roof



Building A, 5 Plex, Level 1,2,3 & Roof Plans

BUILDING FOOT PRINT = 4,097 SF

Sunset Hills Town Homes
City of Folsom
by, USA Investment Associates

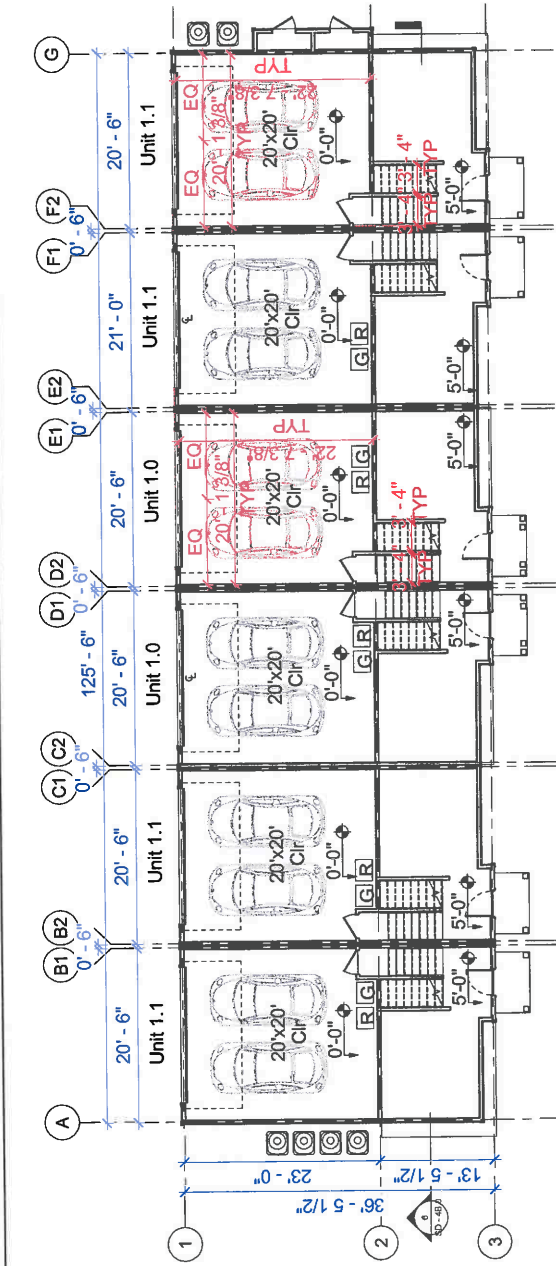


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(916) 315-2125 LCA 34845, GKW Architects.com

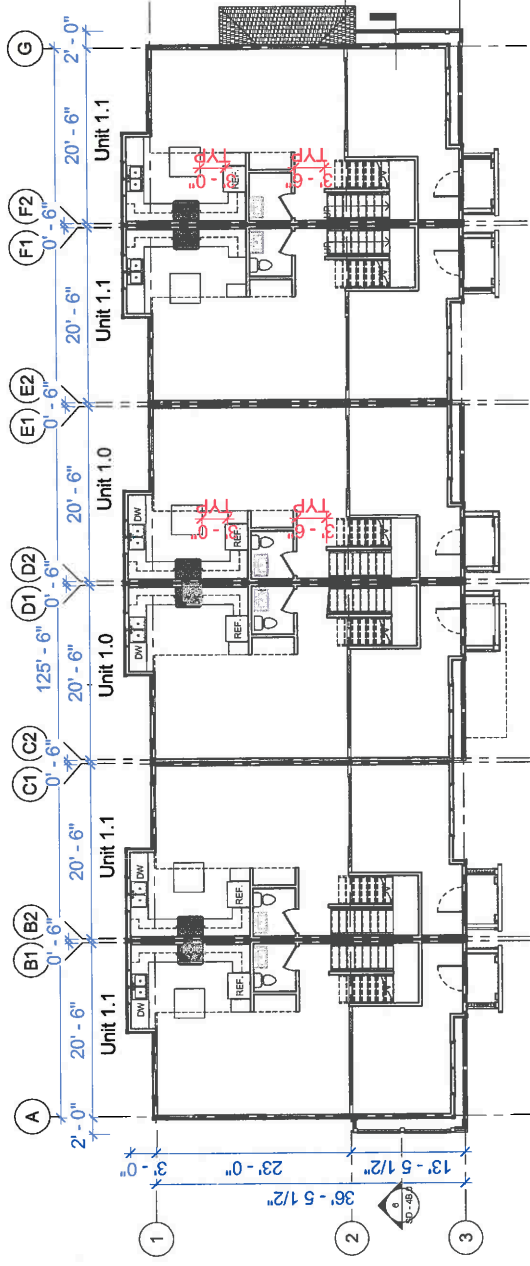
Project Schedule
Revision
01 10.05.2013

Building A, 5 Plex,
Level 1,2,3 & Roof
Plans
Not for
Construction
SD - 2A.0

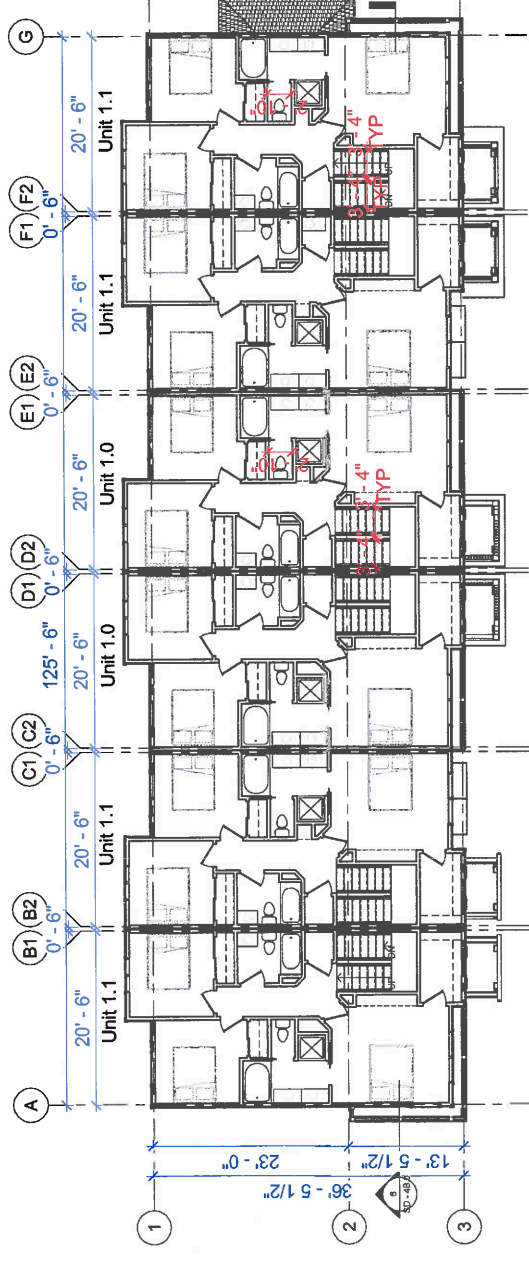
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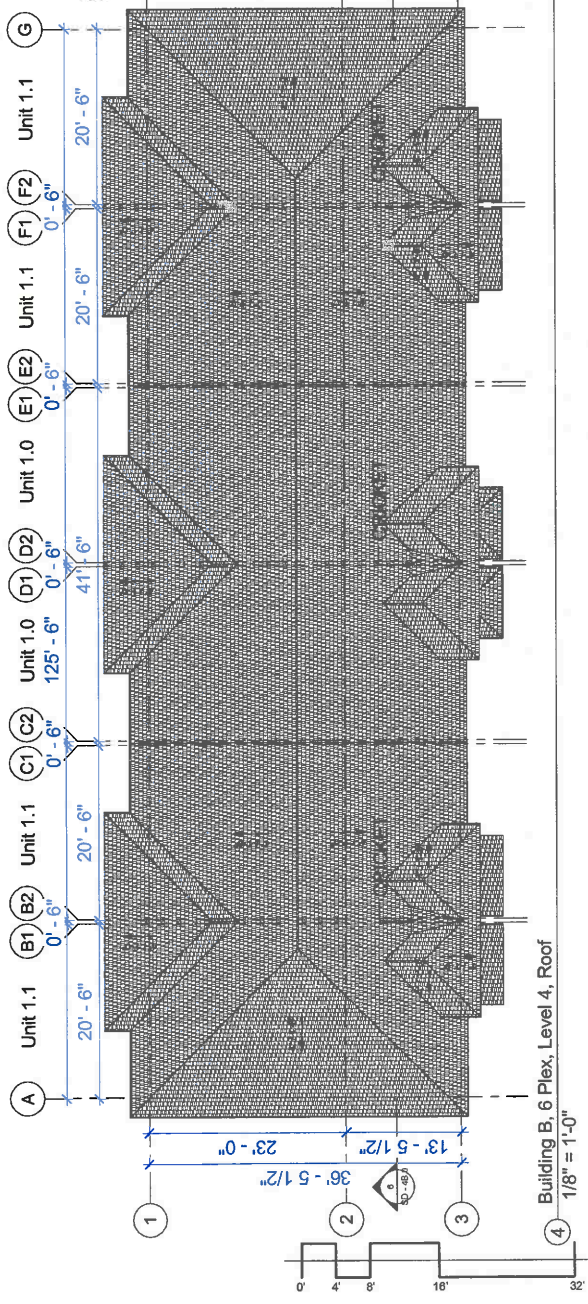
① Building B, 6 Plex, Level 1, F.F.
1/8" = 1'-0"



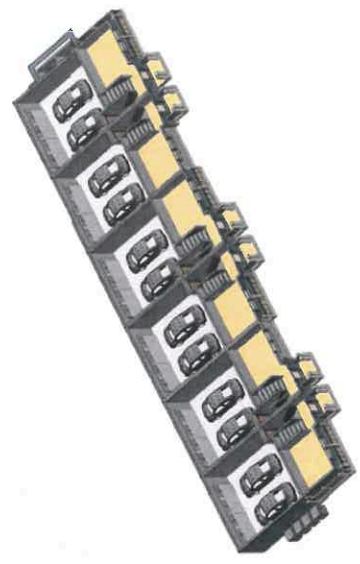
② Building B, 6 Plex, Level 2, F.F.
1/8" = 1'-0"



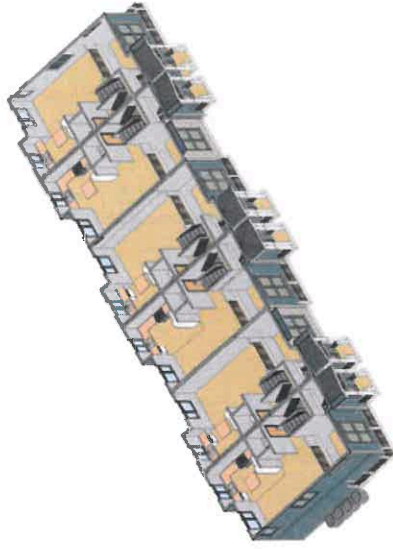
③ Building B, 6 Plex, Level 3, F.F.
1/8" = 1'-0"



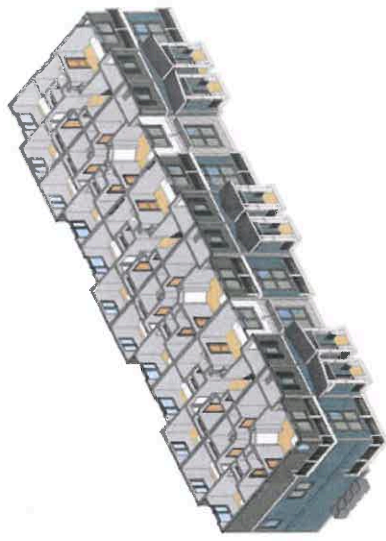
Building B, 6 Plex, Level 4, Roof
1/8" = 1'-0"



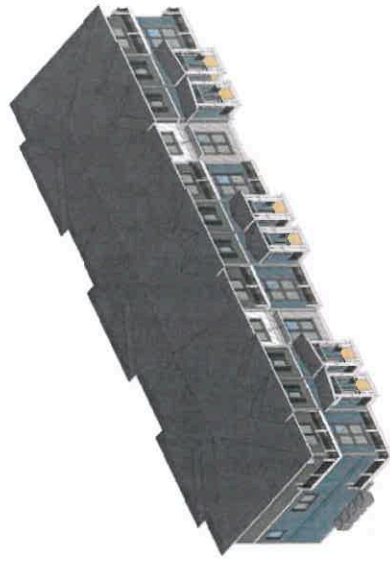
⑤ Building B, 6 Plex, Axon 1st Floor



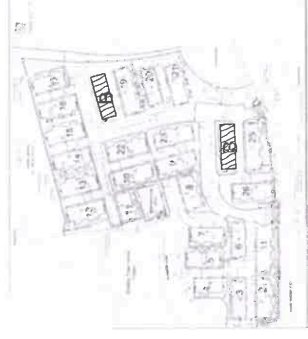
⑥ Building B, 6 Plex, Axon 2nd Floor



⑦ Building B, 6 Plex, Axon 3rd Floor



⑧ Building B, 6 Plex, Axon Roof



Building B, 6 Plex, Level 1,2,3 & Roof Plans

BUILDING FOOT PRINT = 4,867 SF

Sunset Hills Town Homes
City of Redding, California
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

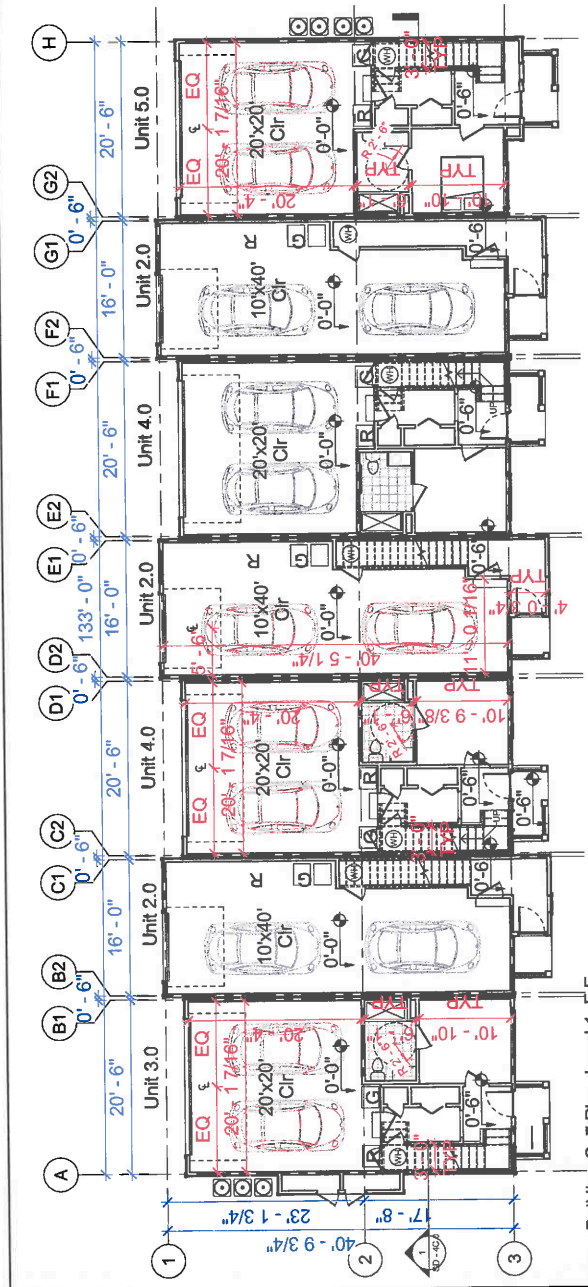
Building B, 6 Plex,
Level 1,2,3 & Roof
Plans
Not for
Construction
SD - 2B.0

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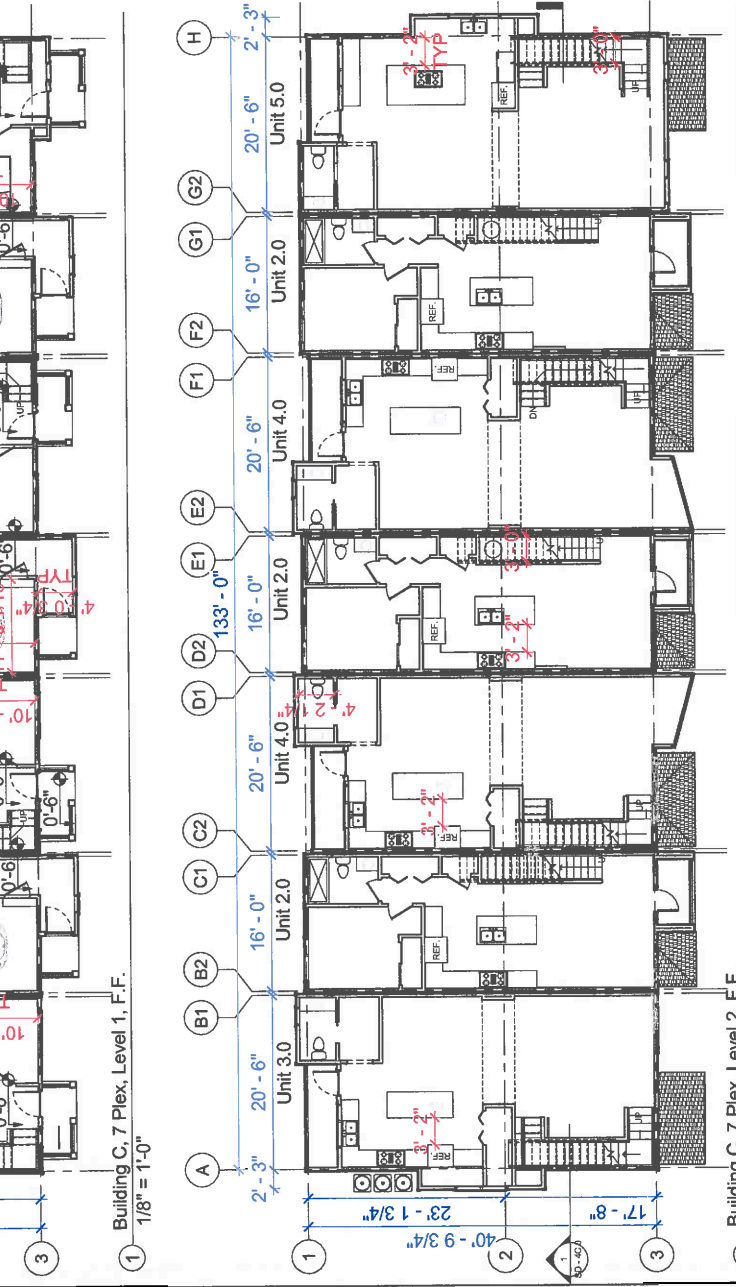


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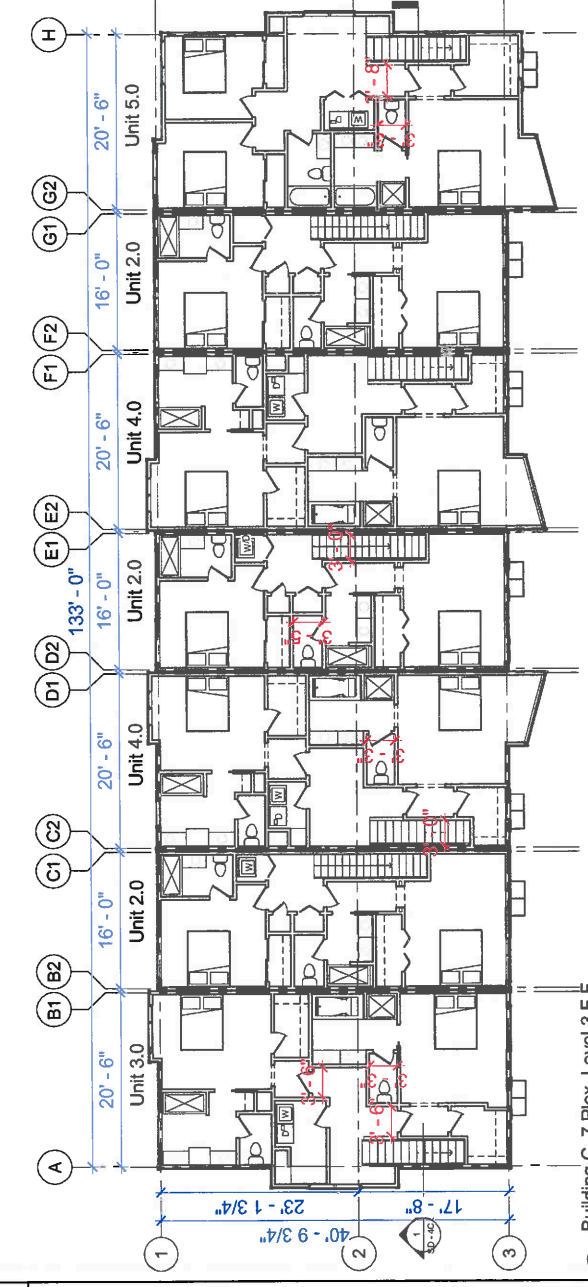




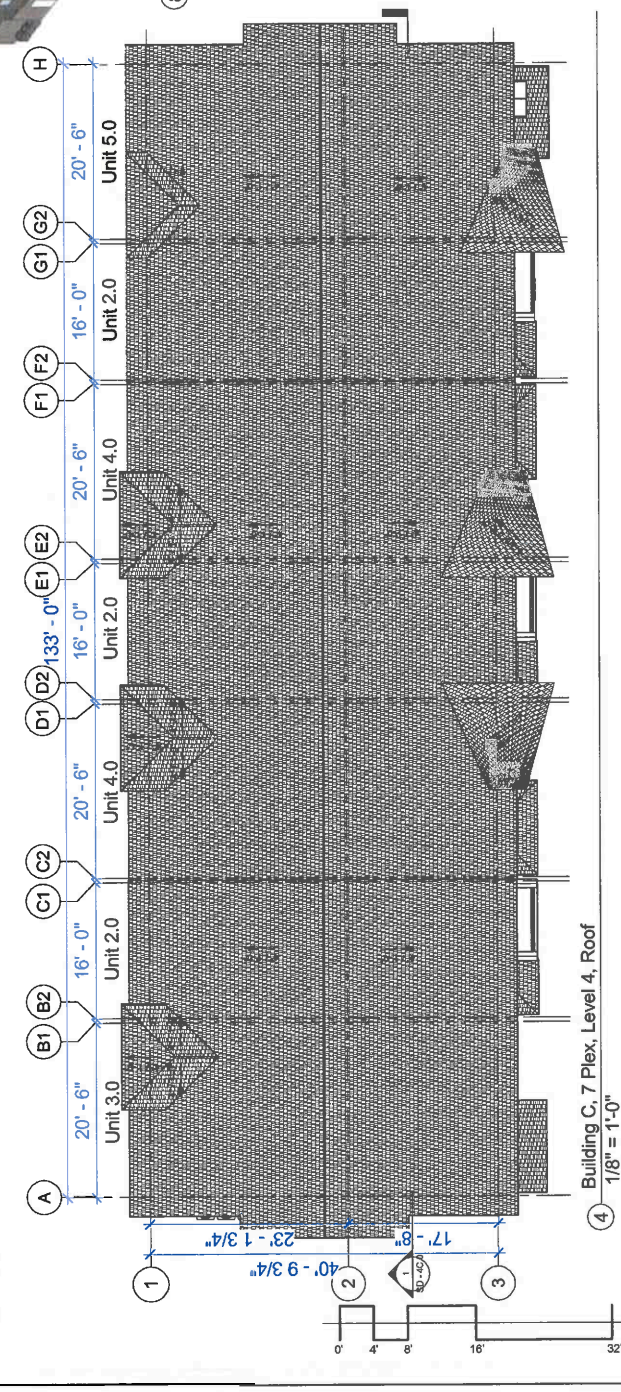
5 Building C, 7 Plex, Axon 1st Floor



6 Building C, 7 Plex, Axon 2nd Floor



7 Building C, 7 Plex, Axon 3rd Floor



8 Building C, 7 Plex, Axon Roof



BUILDING FOOT PRINT = 5705 SF

Building C, 7 Plex, Level 1, 2, 3 & Roof Plans

Sunset Hills Town Homes
City of Redlin

by, USA Investment Associates

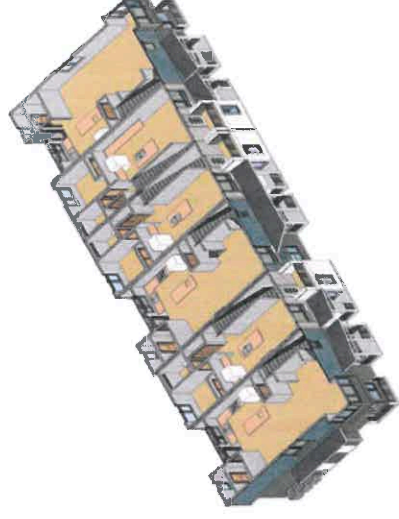
Gordon K Wong AIA, LEED AP
7000 N. 1st St., Suite 100, Campbell CA 95008
(408) 316-2123 LCH 34045, GKW Architects.com

ARCHITECTS
RESIDENTIAL / COMMERCIAL

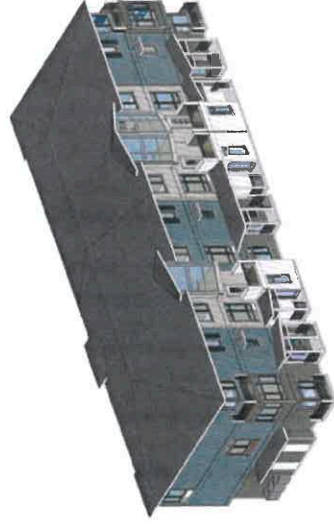
Project Schedule
Revision
01 10.05.2013

Building C, 7 Plex,
Level 1, 2, 3 &
Roof Plans
Not for
Construction
SD - 2C.0

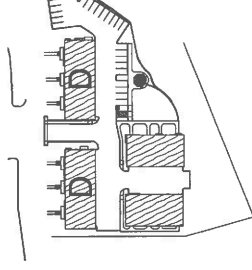
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6 Building D, 6 Plex, Axon 2nd Floor



8 Building D, 6 Plex, Axon Roof



BUILDING FOOT PRINT = 4,890 SF

Building D, 6 Plex, Level 1,2,3 & Roof Plans

Sunset Hills Town Homes
City of Rocklin ——— California
by, USA Investment Associates

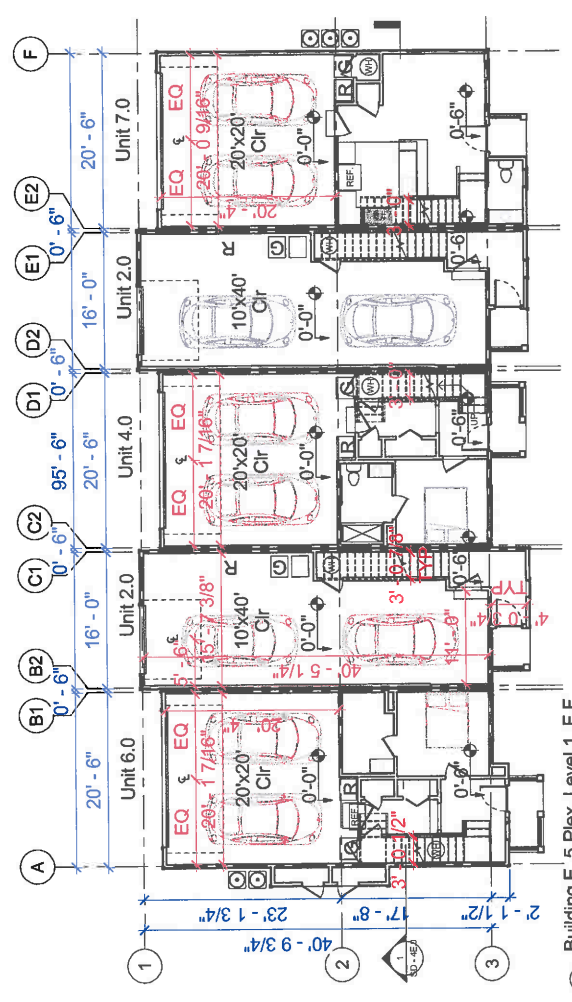
Project Schedule Revision
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Building D, 6 Plex, Level 1,2,3 & Roof Plans Not for Construction
SD - 2D.0
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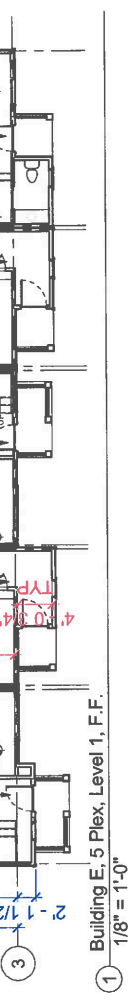
ARCHITECTS
RESIDENTIAL / COMMERCIAL

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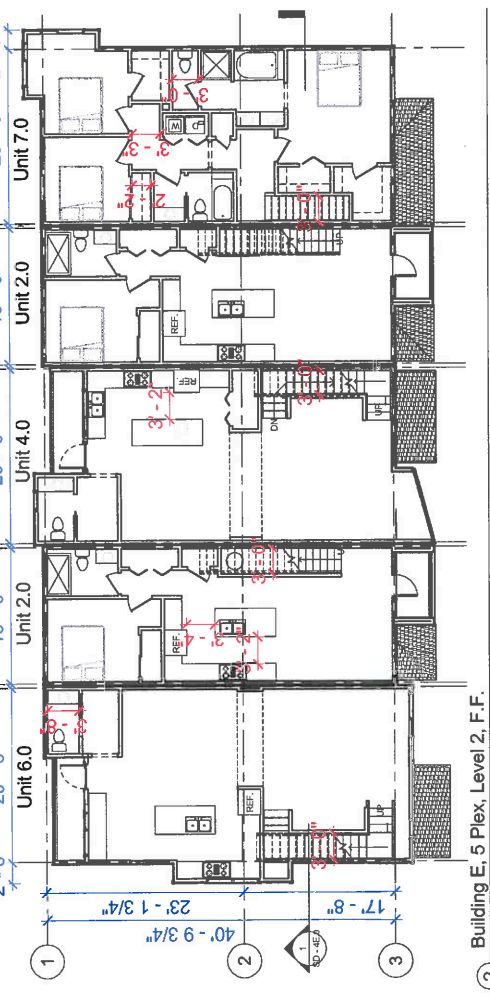




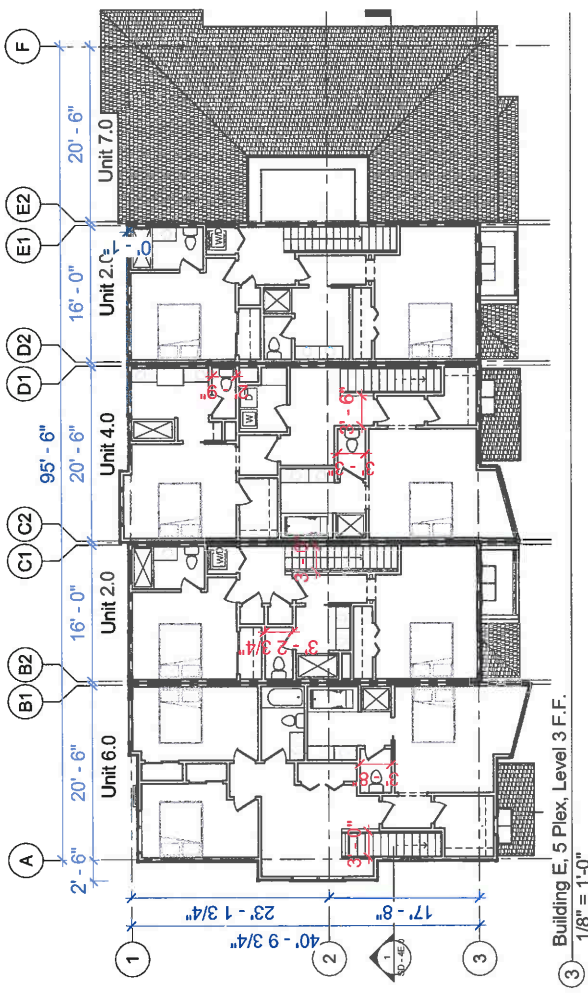
⑤ Building E, 5 Plex, Axon 1st Floor



⑥ Building E, 5 Plex, Axon 2nd Floor



⑦ Building E, 5 Plex, Axon 3rd Floor



⑧ Building E, 5 Plex, Axon Roof



BUILDING FOOT PRINT = 4128 SF

Building E, 5 Plex, Level 1, 2, 3 & Roof Plans

Sunset Hills Town Homes
City of Rocklin
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

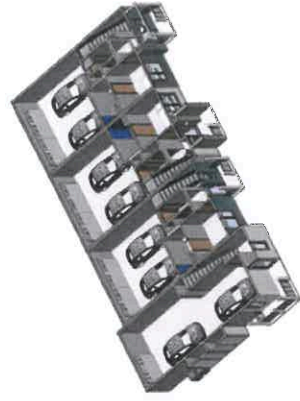
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Level 1, 2, 3 &
Roof Plans
Not for
Construction
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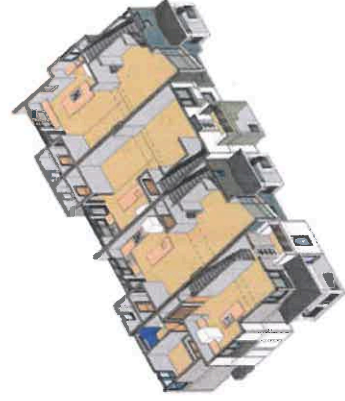


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11111 Wilshire Blvd, Suite 1000
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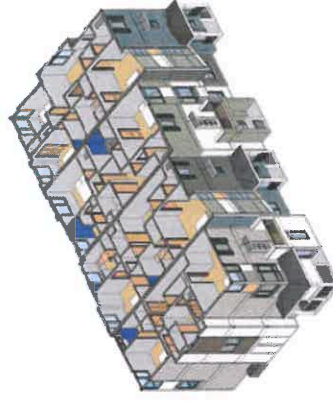




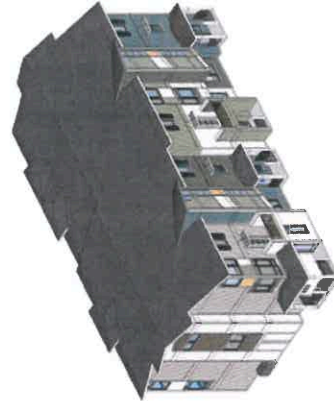
Building F, 4 Plex, Axon 1st Floor



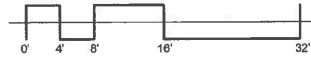
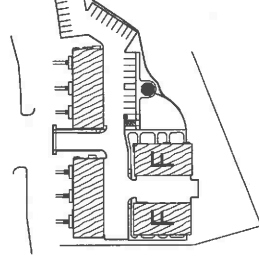
Building F, 4 Plex, Axon 2nd Floor



7 Building F, 4 Plex, Axon 3rd Floor



Building F, 4 Plex, Axon Roof



④ Building F, 4 Plex, Level 4, Roof
1/8" = 1'-0"

Building F, 4 Plex, Level 1,2,3 & Roof Plans

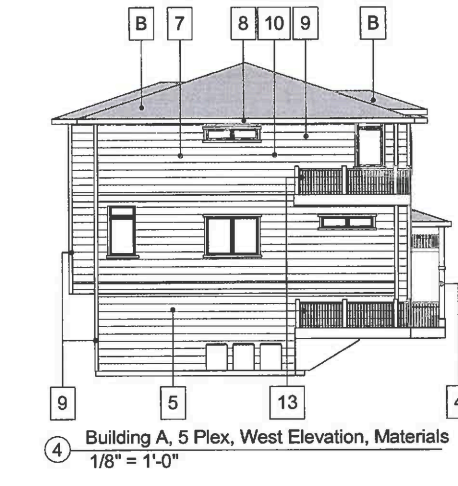
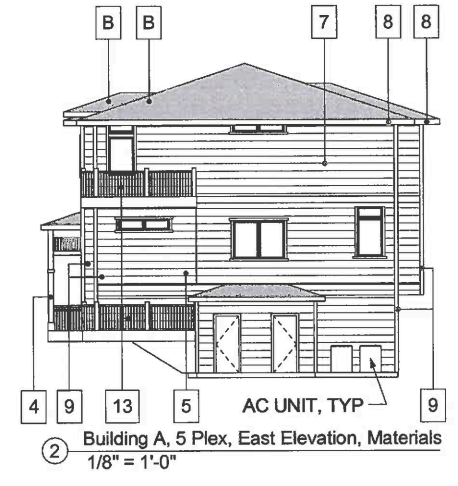
BUILDING FOOT PRINT = 3450 SF



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(408) 315-2125 LIC# 34045, GKW Architects.com



Project Schedule Revision	
01	10.05.2013
Building F, 4 Plex, Level 1,2,3 & Roof Plans Not for Construction	
SD - 2F.0	
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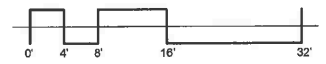


Roof Schedule: Single or Standing Seam, See sheet SD 5.1

- A PRESIDENTIAL TL SHINGLE ROOF, CHARCOAL BLACK
- B PRESIDENTIAL TL SHINGLE ROOF, COUNTRY GREY
- C STANDING SEAM COOL METAL ROOF, FLINT GREY
- D STANDING SEAM COOL METAL ROOF, MEDIUM BRONZE

Exterior Material Legend

- 1 PRESIDENTIAL TL SHINGLE ROOF OR STANDING SEAM METAL ROOF, SEE ROOF SCHEDULE
- 2 METAL AWNINGS WITH STRUTS OR ASTRAGALS
- 3 PAINTED METAL COPING
- 4 8 X 8 POSTS WITH TRIM ACCENTS
- 5 HARDIE PLANK DESIGN COLLECTION, LAP SIDING, CUSTOM BEADED CEDARMILL
- 6 HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING, SIERRA 8
- 7 HARDIE SHINGLE DESIGN COLLECTION, SIDING, STRAIGHT EDGE PANEL
- 8 HARDIE TRIM BOARDS, 4/4 RUSTIC, 3/4" X 9.25"
- 9 HARDIE TRIM BOARDS, 4/4 SMOOTH, 3/4" X 3.5"
- 10 WOOD SIDING PAINTED BROWN, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)
- 11 WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)
- 12 WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH (SHERWIN-WILLIAMS, EXTRA WHITE)
- 13 METAL ROD RAILING
- 14 GLASS FACADE
- 15 OVERHEAD GARAGE DOOR, 16'-0" X 6'-8"
- 16 OVERHEAD GARAGE DOOR, 8'-0" X 6'-8"



Gordon K Wong AIA, LEED GA
Architect
3165-2125 LCI# 34045, GKW Architects.com

ARCHITECTS
ARCHITECTS

Building A, 5 Plex, Elevations & Materials

Sunset Hills Town Homes
City of Redlin California

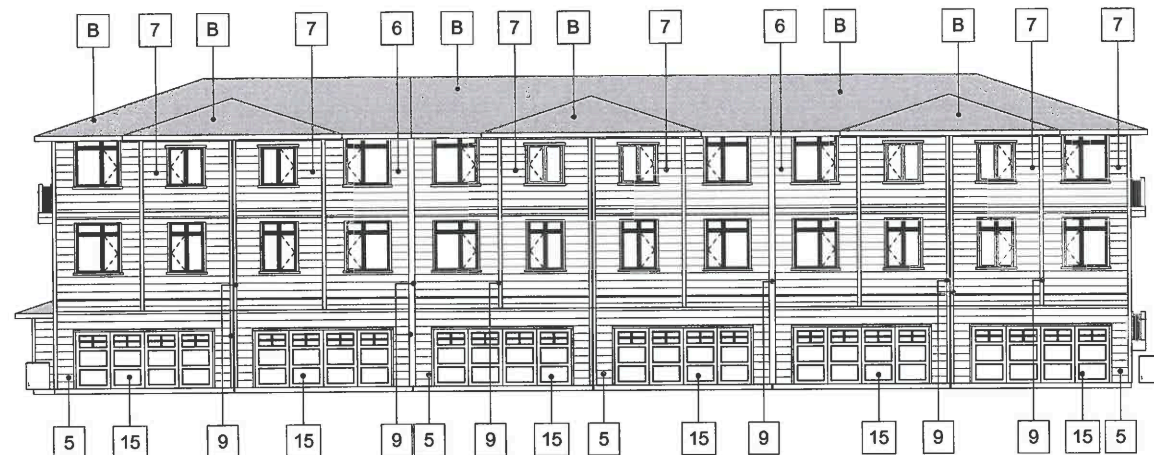
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building A, 5 Plex,
Elevations &
Materials
Not for
Construction
SD - 3A.0

SCALE 1/8" = 1'-0"

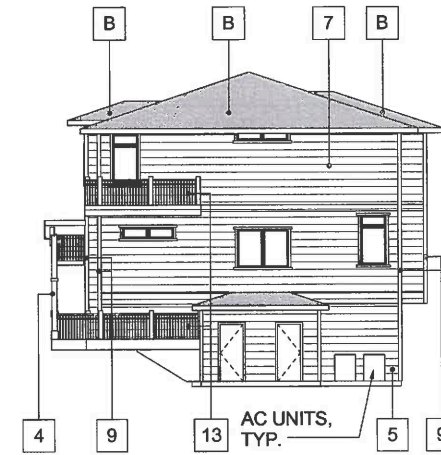
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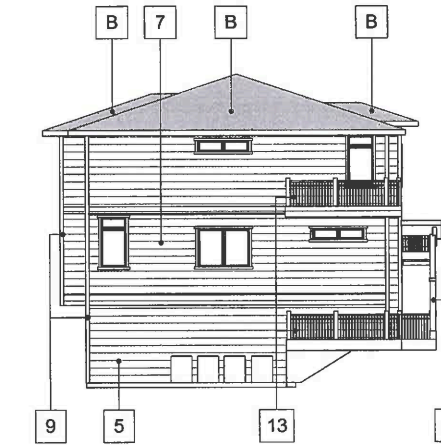
① Building B, 6 Plex, North Elevation, Materials
1/8" = 1'-0"



③ Building B, 6 Plex, South Elevation, Materials
1/8" = 1'-0"



② Building B, 6 Plex, East Elevation, Materials
1/8" = 1'-0"



④ Building B, 6 Plex, West Elevation, Materials
1/8" = 1'-0"

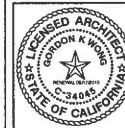


Roof Schedule: Single or Standing
Seam, See sheet SD 5.1

- A** PRESIDENTIAL TL SHINGLE ROOF, CHARCOAL BLACK
- B** PRESIDENTIAL TL SHINGLE ROOF, COUNTRY GREY
- C** STANDING SEAM COOL METAL ROOF, FLINT GREY
- D** STANDING SEAM COOL METAL ROOF, MEDIUM BRONZE

Exterior Material Legend

- 1 PRESIDENTIAL TL SHINGLE ROOF OR STANDING SEAM METAL ROOF, SEE ROOF SCHEDULE
- 2 METAL AWNINGS WITH STRUTS OR ASTRAGALS
- 3 PAINTED METAL COPING
- 4 8 X 8 POSTS WITH TRIM ACCENTS
- 5 HARDIE PLANK DESIGN COLLECTION, LAP SIDING, CUSTOM BEADED CEDARMILL
- 6 HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING, SIERRA 8
- 7 HARDIE SHINGLE DESIGN COLLECTION, SIDING, STRAIGHT EDGE PANEL
- 8 HARDIE TRIM BOARDS, 4/4 RUSTIC, 3/4" X 9.25"
- 9 HARDIE TRIM BOARDS, 4/4 SMOOTH, 3/4" X 3.5"
- 10 WOOD SIDING PAINTED BROWN, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)
- 11 WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)
- 12 WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, EXTRA WHITE)
- 13 METAL ROD RAILING
- 14 GLASS FACADE
- 15 OVERHEAD GARAGE DOOR, 16'-0" X 6'-8"
- 16 OVERHEAD GARAGE DOOR, 8'-0" X 6'-8"



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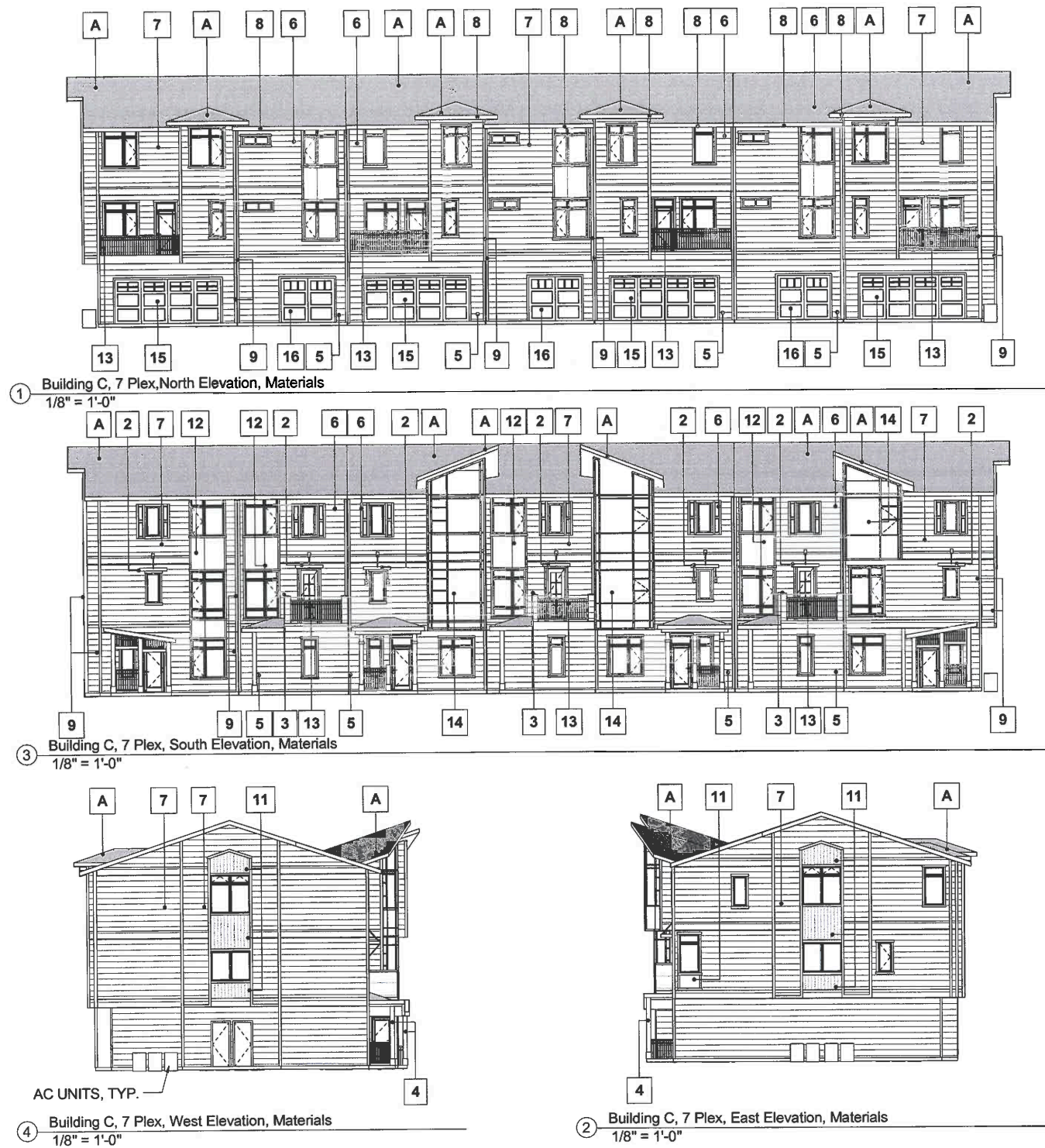
Building B, 6 Plex, Elevations & Materials

Sunset Hills Town Homes
City of Rocklin ——— California
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building B, 6 Plex
Elevations &
Materials
Not for
Construction
SD - 3B.0

SCALE 1/8" = 1'-0"

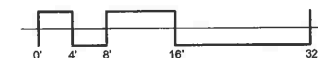


Roof Schedule: Single or Standing Seam, See sheet SD.5.1

- A PRESIDENTIAL TL SHINGLE ROOF, CHARCOAL BLACK
- B PRESIDENTIAL TL SHINGLE ROOF, COUNTRY GREY
- C STANDING SEAM COOL METAL ROOF, FLINT GREY
- D STANDING SEAM COOL METAL ROOF, MEDIUM BRONZE

Exterior Material Legend

- 1 PRESIDENTIAL TL SHINGLE ROOF OR STANDING SEAM METAL ROOF, SEE ROOF SCHEDULE
- 2 METAL AWNINGS WITH STRUTS OR ASTRAGALS
- 3 PAINTED METAL COPING
- 4 8 X 8 POSTS WITH TRIM ACCENTS
- 5 HARDIE PLANK DESIGN COLLECTION, LAP SIDING, CUSTOM BEADED CEDARMILL
- 6 HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING, SIERRA 8
- 7 HARDIE SHINGLE DESIGN COLLECTION, SIDING, STRAIGHT EDGE PANEL
- 8 HARDIE TRIM BOARDS, 3/4" X 9.25"
- 9 HARDIE TRIM BOARDS, 3/4" X 3.5"
- 10 WOOD SIDING PAINTED BROWN, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)
- 11 WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)
- 12 WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, EXTRA WHITE)
- 13 METAL ROD RAILING
- 14 GLASS FACADE
- 15 OVERHEAD GARAGE DOOR, 16'-0" X 6'-8"
- 16 OVERHEAD GARAGE DOOR, 8'-0" X 6'-8"



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ARCHTECIS
ARCHITECTURAL • INTERIORS

Building C, Elevations & Materials

Sunset Hills Town Homes
City of Foothill California

by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building C,
Elevations &
Materials
Not for
Construction
SD - 3C.0

SCALE 1/8" = 1'-0"

10/1/2014 11:10:31 AM



ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1

EXTERIOR TYPE: 4	EXTERIOR TYPE: 5	EXTERIOR TYPE: 5	EXTERIOR TYPE: 4	EXTERIOR TYPE: 5	EXTERIOR TYPE: 5	EXTERIOR TYPE: 4
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① North Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1

EXTERIOR TYPE:	4	EXTERIOR TYPE:	5	EXTERIOR TYPE:	5	EXTERIOR TYPE:	4	EXTERIOR TYPE:	5	EXTERIOR TYPE:	5	EXTERIOR TYPE:	4
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③ South Elevation, Colors
 $\frac{1}{8}" = 1'-0"$



ROOF TYPE: 1

EXTERIOR
TYPE: 4

④ West Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1

EXTERIOR
TYPE: 4

② East Elevations, Colors
1/8" = 1'-0"

Roof Color Schedule

- 1 COLOR: CHARCOAL BLACK
- ROOF MATERIAL TYPE:
PRESIDENTIAL TL SHINGLE,
TRIPLE LAMINATE



- 2 COLOR: COUNTRY GREY
- ROOF MATERIAL TYPE:
PRESIDENTIAL TL SHINGLE,
TRIPLE LAMINATE

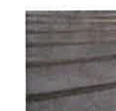


- 3 COLOR: FLINT GREY**
- ROOF MATERIAL TYPE:
COOL METAL ROOFING,
STANDING SEAM



SOLAR REFLECTION INDEX: 43

- 4 COLOR: MEDIUM BRONZE**
- ROOF MATERIAL TYPE:
COOL METAL ROOFING,
STANDING SEAM



SOLAR REFLECTION INDEX: 31

Exterior Color Schedule: James
Hardie Panels, Color Plus



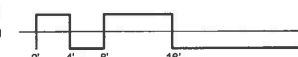
-
- 1 NAVAJO BEIGE
- NAVAJO BEIGE
- BOOTHBAY BLUE
- HEATHERED MOSS
- MOUNTAIN SAGE
- ARCTIC WHITE
- KHAKUI BROWN
- 2 ARCTIC WHITE
- 7 MOUNTAIN SAGE
- ARCTIC WHITE
- HEATHERED MOSS
- MOUNTAIN SAGE
- COBBLE STONE
- NAVAJO BEIGE
- NAVAJO BEIGE
- 3 COBBLE STONE
- 8 BOOTHBAY BOOTH
- COBBLE STONE
- ARCTIC WHITE
- BOOTHBAY BOOTH
- MOUNTAIN SAGE
- NAVAJO BEIGE
- COBBLE STONE
- 4 TIMBER BARK
- 9 COUNTRY LANE RED
- TIMBER BARK
- KHAKUI BROWN
- COUNTRY LANE RED
- SANDSTONE BEIGE
- ARCTIC WHITE
- MONTEREY TAUPE
- 5 SANDSTONE BEIGE
- 10 EVENING BLUE
- SANDSTONE BEIGE
- COUNTRY LANE RED
- EVENING BLUE
- MONTEREY TAUPE
- KHAKUI BROWN
- COBBLE STONE

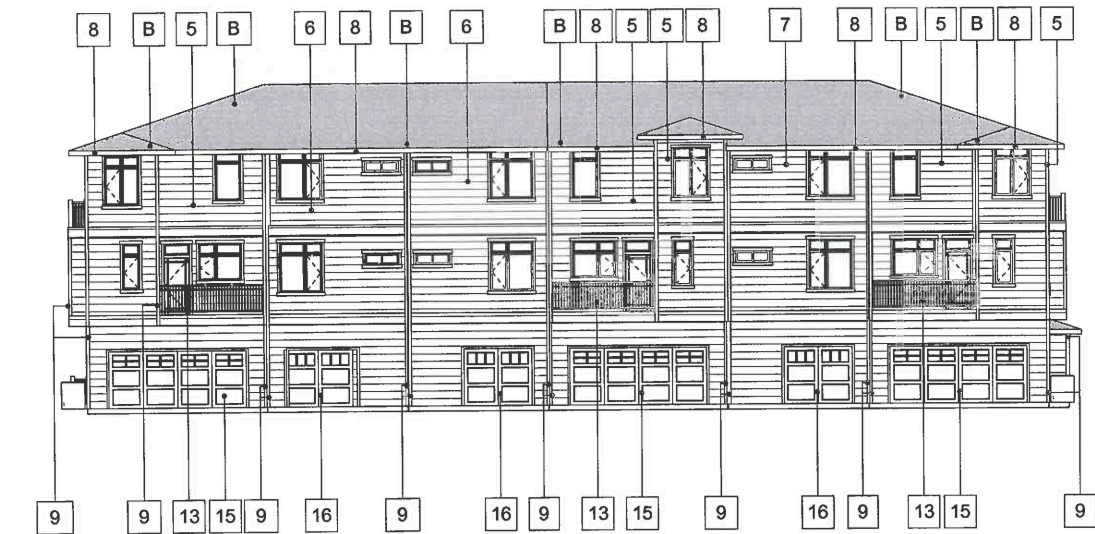
PAINTED PANEL SCHEDULE

WOOD SIDING PAINTED BROWN, SEMIGLOSS
FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)

WOOD SIDING PAINTED ORANGE, SEMIGLOSS
FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)

WOOD SIDING PAINTED WHITE, SEMIGLOSS
FINISH, (SHERWIN-WILLIAMS, EXTRA WHITE)





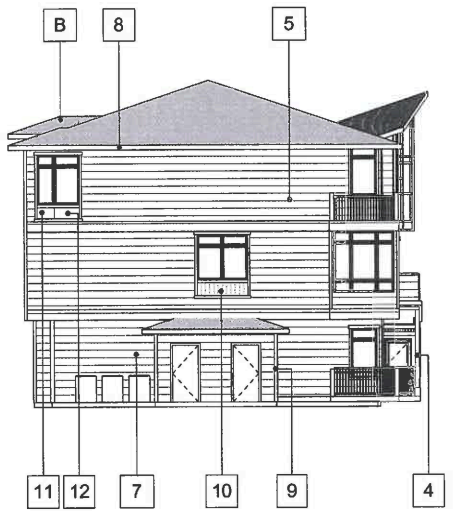
① North Elevation, Materials
1/8" = 1'-0"



③ South Elevation, Materials
1/8" = 1'-0"



② East Elevation, Materials
1/8" = 1'-0"



④ West Elevation, Materials
1/8" = 1'-0"

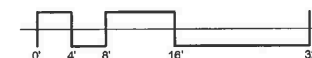


Roof Schedule: Single or Standing Seam, See sheet SD 5.1

- A PRESIDENTIAL TL SHINGLE ROOF, CHARCOAL BLACK
- B PRESIDENTIAL TL SHINGLE ROOF, COUNTRY GREY
- C STANDING SEAM COOL METAL ROOF, FLINT GREY
- D STANDING SEAM COOL METAL ROOF, MEDIUM BRONZE

Exterior Material Legend

- 1 PRESIDENTIAL TL SHINGLE ROOF OR STANDING SEAM METAL ROOF, SEE ROOF SCHEDULE
- 2 METAL AWNINGS WITH STRUTS OR ASTRAGALS
- 3 PAINTED METAL COPING
- 4 8 X 8 POSTS WITH TRIM ACCENTS
- 5 HARDIE PLANK DESIGN COLLECTION, LAP SIDING, CUSTOM BEADED CEDARMILL
- 6 HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING, SIERRA 8
- 7 HARDIE SHINGLE DESIGN COLLECTION, SIDING, STRAIGHT EDGE PANEL
- 8 HARDIE TRIM BOARDS, 3/4" X 9.25"
- 9 HARDIE TRIM BOARDS, 3/4" X 3.5"
- 10 WOOD SIDING PAINTED BROWN, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)
- 11 WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)
- 12 WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, EXTRA WHITE)
- 13 METAL ROD RAILING
- 14 GLASS FACADE
- 15 OVERHEAD GARAGE DOOR, 16'-0" X 6'-8"
- 16 OVERHEAD GARAGE DOOR, 8'-0" X 6'-8"



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Building D, 6 Plex, Elevations & Materials

Sunset Hills Town Homes
City of Foothill
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building D, 6 Plex,
Elevations &
Materials
Not for
Construction
SD - 3D.0

SCALE 1/8" = 1'-0"
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ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1
EXTERIOR TYPE: 8 EXTERIOR TYPE: 2 EXTERIOR TYPE: 2 EXTERIOR TYPE: 8 EXTERIOR TYPE: 2 EXTERIOR TYPE: 8

① North Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1
EXTERIOR TYPE: 8

④ West Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1
EXTERIOR TYPE: 8 EXTERIOR TYPE: 2 EXTERIOR TYPE: 2 EXTERIOR TYPE: 8 EXTERIOR TYPE: 2 EXTERIOR TYPE: 8

③ South Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1
EXTERIOR TYPE: 8

② East Elevation, Colors
1/8" = 1'-0"

Roof Color Schedule

1 COLOR: CHARCOAL BLACK

ROOF MATERIAL TYPE:
PRESIDENTIAL TL SHINGLE,
TRIPLE LAMINATE



2 COLOR: COUNTRY GREY

ROOF MATERIAL TYPE:
PRESIDENTIAL TL SHINGLE,
TRIPLE LAMINATE



3 COLOR: FLINT GREY

ROOF MATERIAL TYPE:
COOL METAL ROOFING,
STANDING SEAM



SOLAR REFLECTION INDEX: 43

4 COLOR: MEDIUM BRONZE

ROOF MATERIAL TYPE:
COOL METAL ROOFING,
STANDING SEAM



SOLAR REFLECTION INDEX: 31

Exterior Color Schedule: James
Hardie Panels, Color Plus



Explore these color options and
more great ideas by visiting
jameshardie.com

TIPS FOR COLOR SELECTION
Use a color wheel to help you select colors that complement each other.
1. Complementary colors are opposite each other on the color wheel.
2. Analogous colors are next to each other on the color wheel.
3. Triadic colors are evenly spaced around the color wheel.
4. Tetradic colors are two pairs of complementary colors.
5. Monochromatic colors are different shades of the same color.
6. Neutrals (whites, grays, blacks) can be used to balance a color palette.

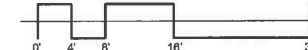
- | | |
|--------------------|--------------------|
| 1 NAVAJO BEIGE | 6 HEATHERED MOSS |
| NAVAJO BEIGE | BOOTHBAY BLUE |
| ARCTIC WHITE | KHAKUI BROWN |
| 2 ARCTIC WHITE | 7 MOUNTAIN SAGE |
| ARCTIC WHITE | HEATHERED MOSS |
| NAVAJO BEIGE | NAVAJO BEIGE |
| 3 COBBLE STONE | 8 BOOTHBAY BOOTH |
| COBBLE STONE | ARCTIC WHITE |
| NAVAJO BEIGE | BOOTHBAY BOOTH |
| 4 TIMBER BARK | 9 COUNTRY LANE RED |
| TIMBER BARK | KHAKUI BROWN |
| ARCTIC WHITE | COUNTRY LANE RED |
| 5 SAND STONE BEIGE | 10 EVENING BLUE |
| SANDSTONE BEIGE | COUNTRY LANE RED |
| KHAKUI BROWN | COBBLE STONE |

PAINTED PANEL SCHEDULE

WOOD SIDING PAINTED BROWN, SEMIGLOSS
FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)

WOOD SIDING PAINTED ORANGE, SEMIGLOSS
FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)

WOOD SIDING PAINTED WHITE, SEMIGLOSS
FINISH, (SHERWIN-WILLIAMS, EXTRA WHITE)



Building D, 6 Plex, Elevations & Colors

Sunset Hills Town Homes
City of Foothill

by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building D, 6 Plex,
Elevations &
Colors
Not for
Construction
SD - 3D.1

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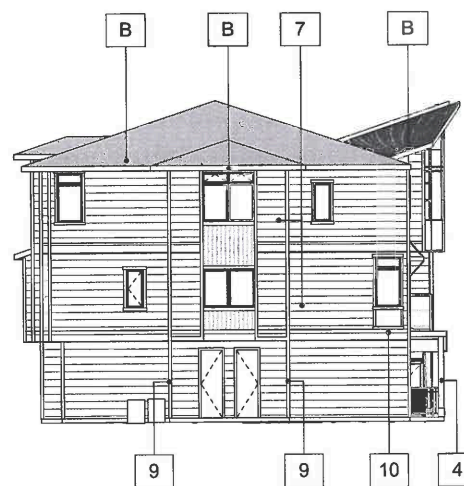




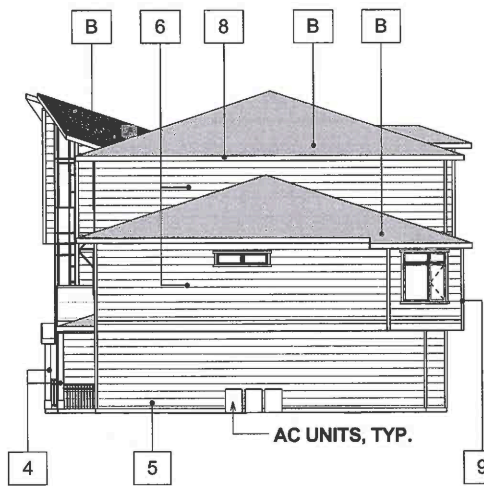
① Building E, 5 Plex, North Elevation, Materials
1/8" = 1'-0"



③ Building E, 5 Plex, South Elevation, Materials
1/8" = 1'-0"



④ Building E, 5 Plex, West Elevation, Materials
1/8" = 1'-0"



② Building E, 5 Plex, East Elevation, Materials
1/8" = 1'-0"

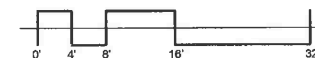


Roof Schedule: Single or Standing
Seam, See sheet SD 5.1

- A PRESIDENTIAL TL SHINGLE ROOF, CHARCOAL BLACK
- B PRESIDENTIAL TL SHINGLE ROOF, COUNTRY GREY
- C STANDING SEAM COOL METAL ROOF, FLINT GREY
- D STANDING SEAM COOL METAL ROOF, MEDIUM BRONZE

Exterior Material Legend

- 1 PRESIDENTIAL TL SHINGLE ROOF OR STANDING SEAM METAL ROOF, SEE ROOF SCHEDULE
- 2 METAL AWNINGS WITH STRUTS OR ASTRAGALS
- 3 PAINTED METAL COPING
- 4 8 X 8 POSTS WITH TRIM ACCENTS
- 5 HARDIE PLANK DESIGN COLLECTION, LAP SIDING, CUSTOM BEADED CEDARMILL
- 6 HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING, SIERRA 8
- 7 HARDIE SHINGLE DESIGN COLLECTION, SIDING, STRAIGHT EDGE PANEL
- 8 HARDIE TRIM BOARDS, 4/4 RUSTIC, 3/4" X 9.25"
- 9 HARDIE TRIM BOARDS, 4/4 SMOOTH, 3/4" X 3.5"
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- 12 WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH (SHERWIN-WILLIAMS, EXTRA WHITE)
- 13 METAL ROD RAILING
- 14 GLASS FACADE
- 15 OVERHEAD GARAGE DOOR, 16'-0" X 6'-8"
- 16 OVERHEAD GARAGE DOOR, 8'-0" X 6'-8"



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gkwong@gnwarchitects.com



Building E, Elevations & Materials

Sunset Hills Town Homes
City of Redlin
California
by, USA Investment Associates

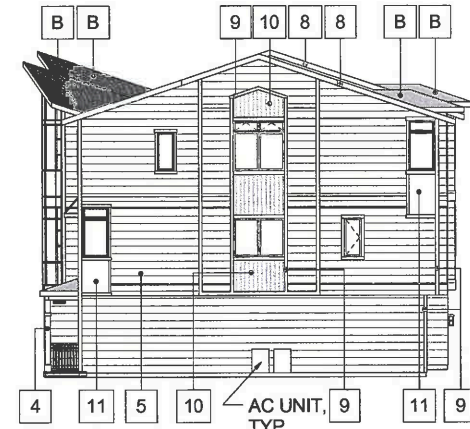
Project Schedule
Revision
01 10.05.2013

Building E,
Elevations &
Materials
Not for
Construction
SD - 3E.0

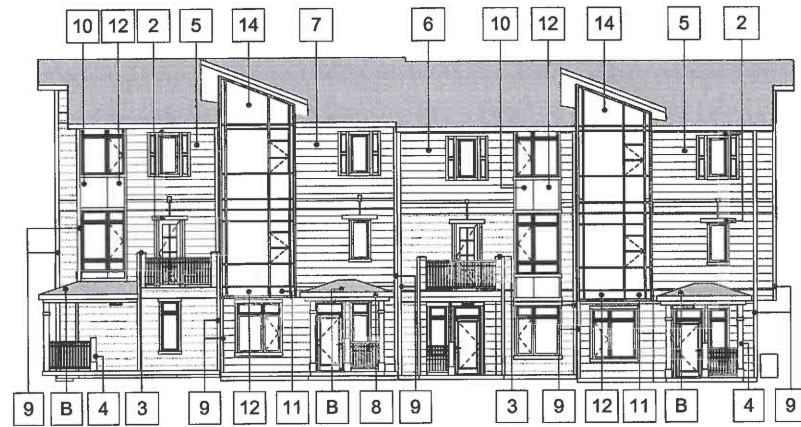
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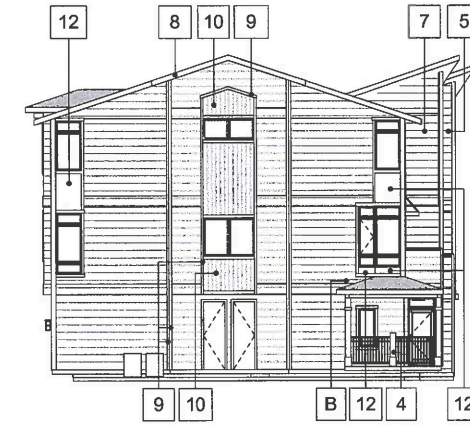
① North Elevation, Materials
1/8" = 1'-0"



② East Elevation, Materials
1/8" = 1'-0"



③ South Elevation, Materials
1/8" = 1'-0"



④ West Elevation, Materials
1/8" = 1'-0"

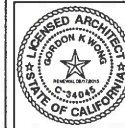


Roof Schedule: Single or Standing
Seam, See sheet SD-5.1

- A** PRESIDENTIAL TL SHINGLE
ROOF, CHARCOAL BLACK
- B** PRESIDENTIAL TL SHINGLE
ROOF, COUNTRY GREY
- C** STANDING SEAM COOL METAL
ROOF, FLINT GREY
- D** STANDING SEAM COOL METAL
ROOF, MEDIUM BRONZE

Exterior Material Legend

- 1 PRESIDENTIAL TL SHINGLE ROOF OR STANDING SEAM METAL ROOF, SEE ROOF SCHEDULE
- 2 METAL AWNINGS WITH STRUTS OR ASTRAGALS
- 3 PAINTED METAL COPING
- 4 8 X 8 POSTS WITH TRIM ACCENTS
- 5 HARDIE PLANK DESIGN COLLECTION, LAP SIDING, CUSTOM BEADED CEDARMILL
- 6 HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING, SIERRA 8
- 7 HARDIE SHINGLE DESIGN COLLECTION, SIDING, STRAIGHT EDGE PANEL
- 8 HARDIE TRIM BOARDS, 4/4 RUSTIC, 3/4" X 9.25"
- 9 HARDIE TRIM BOARDS, 4/4 SMOOTH, 3/4" X 3.5"
- 10 WOOD SIDING PAINTED BROWN, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)
- 11 WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)
- 12 WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH (SHERWIN-WILLIAMS, EXTRA WHITE)
- 13 METAL ROD RAILING
- 14 GLASS FACADE
- 15 OVERHEAD GARAGE DOOR, 16'-0" X 6'-8"
- 16 OVERHEAD GARAGE DOOR, 8'-0" X 6'-8"



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(408) 315-2125 LIC# 34045. GKW Architects.com



Building F, Elevations & Materials

Sunset Hills Town Homes
City of Rocklin — California
by, USA Investment Associates

Project Schedule Revision
01 10.05.2013

Building F,
Elevations &
Materials
Not for
Construction
SD - 3F.0

SCALE 1/8" = 1'-0"

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ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1
EXTERIOR TYPE: 8 EXTERIOR TYPE: 2 EXTERIOR TYPE: 8 EXTERIOR TYPE: 3

① North Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1
EXTERIOR TYPE: 3

④ West Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1 ROOF TYPE: 1
EXTERIOR TYPE: 3 EXTERIOR TYPE: 1 EXTERIOR TYPE: 2 EXTERIOR TYPE: 8

③ South Elevation, Colors
1/8" = 1'-0"



ROOF TYPE: 1
EXTERIOR TYPE: 8

② East Elevation, Colors
1/8" = 1'-0"

Roof Color Schedule

- COLOR: CHARCOAL BLACK**
ROOF MATERIAL TYPE: PRESIDENTIAL TL SHINGLE, TRIPLE LAMINATE
- COLOR: COUNTRY GREY**
ROOF MATERIAL TYPE: PRESIDENTIAL TL SHINGLE, TRIPLE LAMINATE
- COLOR: FLINT GREY**
ROOF MATERIAL TYPE: COOL METAL ROOFING, STANDING SEAM
SOLAR REFLECTION INDEX: 43
- COLOR: MEDIUM BRONZE**
ROOF MATERIAL TYPE: COOL METAL ROOFING, STANDING SEAM
SOLAR REFLECTION INDEX: 31

Exterior Color Schedule: James Hardie Panels, Color Plus



TIPS FOR COLOR SELECTION
For a rich color home, select the following color scheme and use the color combinations:
• Coordinate with exterior trim and roof color.
• Use the color wheel to select complementary colors.
• Use the color wheel to select analogous colors.
• Use the color wheel to select triadic colors.
• Use the color wheel to select tetradic colors.
• Use the color wheel to select monochromatic colors.
• Use the color wheel to select isochromatic colors.

- | | |
|--------------------|--------------------|
| 1 NAVAJO BEIGE | 6 HEATHERED MOSS |
| 2 ARCTIC WHITE | 7 MOUNTAIN SAGE |
| 3 COBBLE STONE | 8 BOOTHBAY BOOTH |
| 4 TIMBER BARK | 9 COUNTRY LANE RED |
| 5 SAND STONE BEIGE | 10 EVENING BLUE |
- NAVAJO BEIGE, ARCTIC WHITE, COBBLE STONE, TIMBER BARK, SAND STONE BEIGE, KHAKUI BROWN, BOOTHBAY BOOTH, HEATHERED MOSS, MOUNTAIN SAGE, COBBLE STONE, COUNTRY LANE RED, EVENING BLUE, MONTEREY TAUPE, KHAKUI BROWN, SANDSTONE BEIGE, COBBLE STONE

PAINTED PANEL SCHEDULE

- WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, FOOTHILLS)
- WOOD SIDING PAINTED ORANGE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, ANJOU PEAR)
- WOOD SIDING PAINTED WHITE, SEMIGLOSS FINISH, (SHERWIN-WILLIAMS, EXTRA WHITE)



Building F, Elevations & Colors



Gordon K Wong AIA, LEED EA
7700 W. MacArthur Blvd., Suite 100, Campbell, CA 95008
(408) 316-2125 LICH 34845, GKW Architects.com



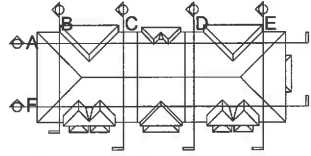
Sunset Hills Town Homes
City of Rocklin, California

by, USA Investment Associates

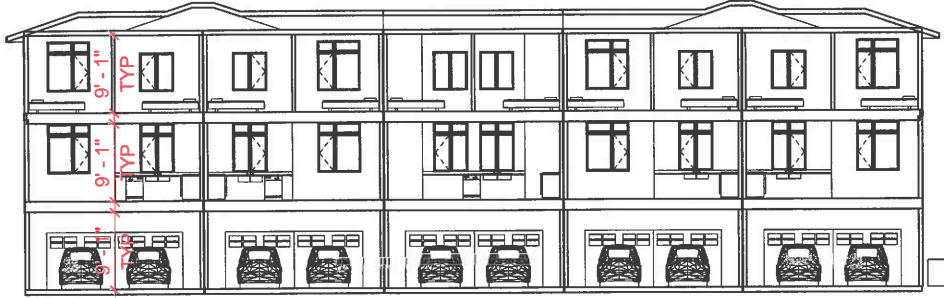
Project Schedule
Revision
01 10.05.2013

Building F,
Elevations &
Colors
Not for
Construction
SD - 3F.1

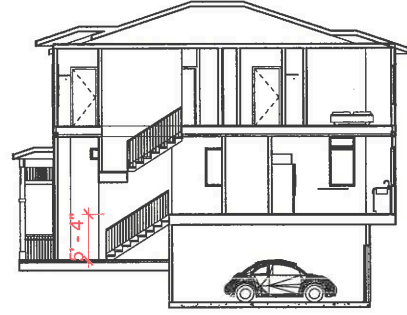
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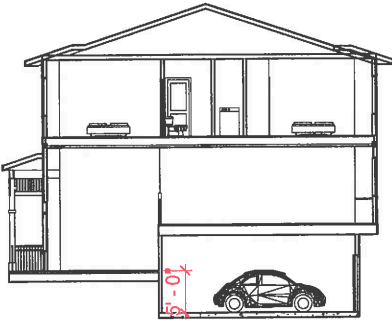
7 Building A, 5 Plex, Section Diagram
1" = 30'-0"



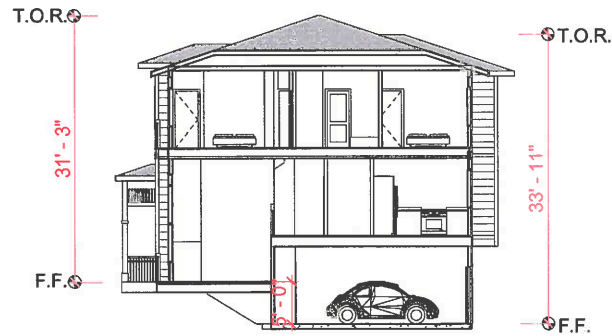
① Building A, 5 Plex, Section A
1/8" = 1'-0"



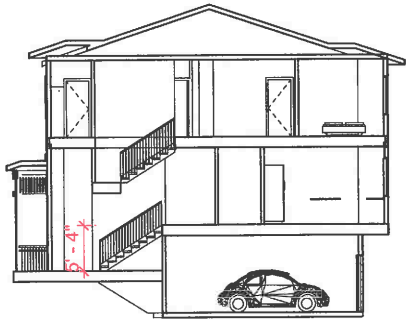
② Building A, 5 Plex, Section B
1/8" = 1'-0"



③ Building A, 5 Plex, Section C
1/8" = 1'-0"



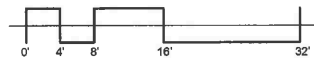
④ Building A, 5 Plex, Section D
1/8" = 1'-0"



5 Building A, 5 Plex, Section E
1/8" = 1'-0"



⑥ Building A, 5 Plex, Section F
1/8" = 1'-0"



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Building A, 5 Plex, Sections

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Revision
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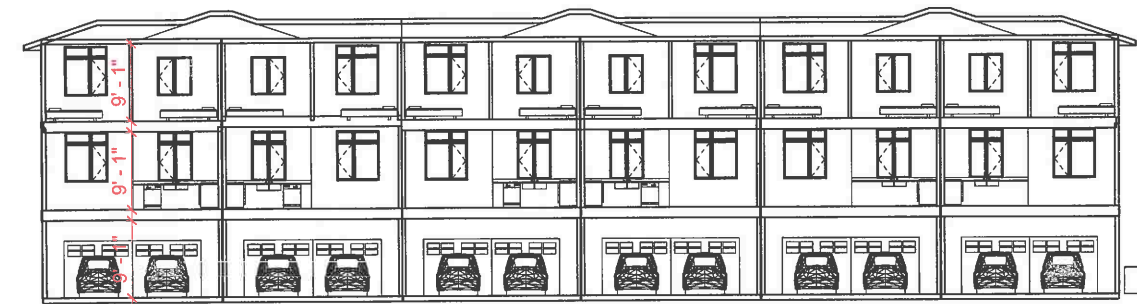
Building A, 5 Plex,
Sections

Not for
Construction

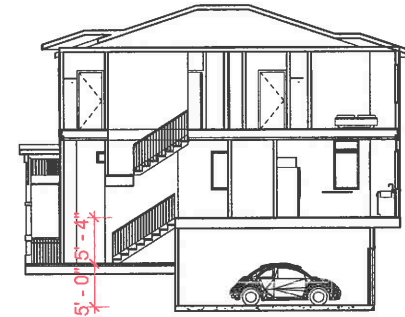
SD - 4A.0

SCALE As Indicated

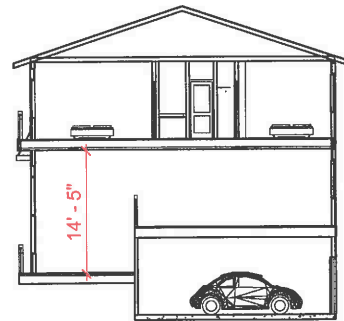
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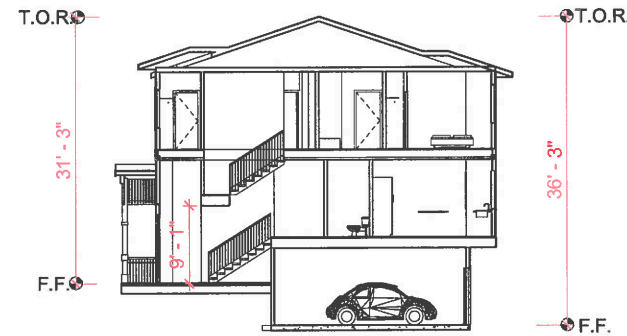
① Building B, 6 Plex, Section A
1/8" = 1'-0"



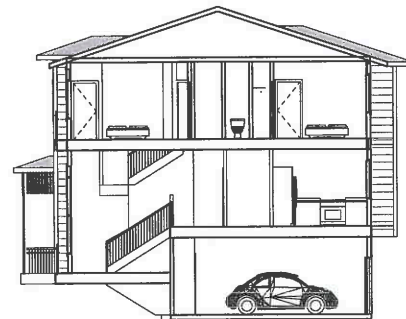
② Building B, 6 Plex, Section B
1/8" = 1'-0"



③ Building B, 6 Plex, Section C
1/8" = 1'-0"



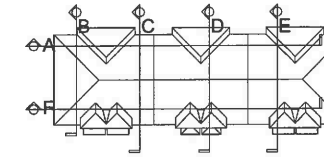
④ Building B, 6 Plex, Section D
1/8" = 1'-0"



⑤ Building B, 6 Plex, Section E
1/8" = 1'-0"



⑥ Building B, 6 Plex, Section F
1/8" = 1'-0"



⑦ Building B, 6 Plex, Section Diagram
1" = 30'-0"



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Building B, 6 Plex, Sections

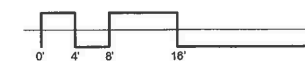
Sunset Hills Town Homes
City of Redlin
California
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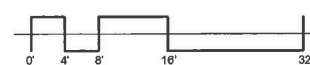
Project Schedule
Revision
01 10.05.2013

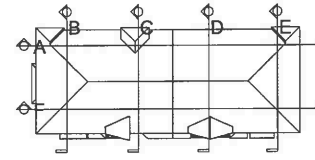
Building B, 6 Plex,
Sections

Not for
Construction
SD - 4B.0

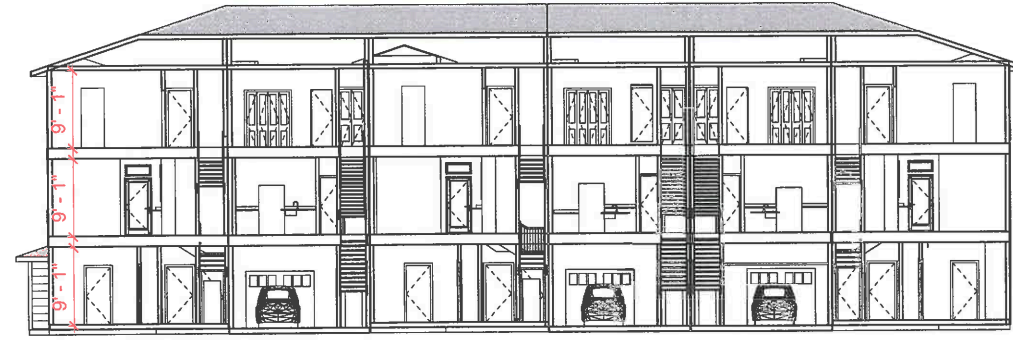
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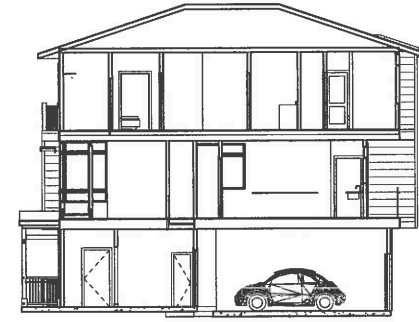




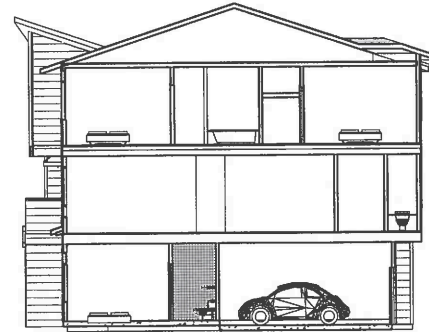
8 Building D, 6 Plex, Section Diagram
1" = 30'-0"



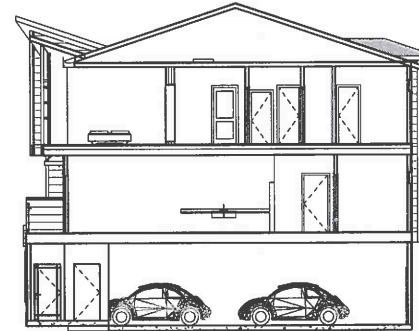
① Building D, 6 Plex, Section A
1/8" = 1'-0"



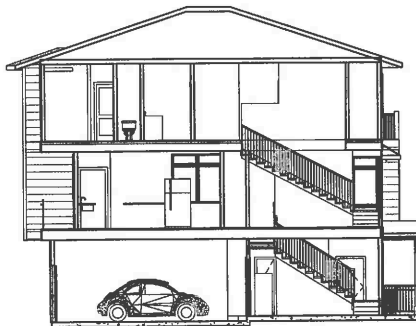
② Building D, 6 Plex, Section B
1/8" = 1'-0"



③ Building D, 6 Plex, Section C
1/8" = 1'-0"



④ Building D, 6 Plex, Section D
1/8" = 1'-0"

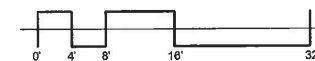


5 Building D, 6 Plex, Section E
1/8" = 1'-0"



FF = 210.0' FF = 210.0' FF = 210.0' FF = 210.0' FF = 210.0' FF = 210.0'

⑥ Building D, 6 Plex, Section F
1/8" = 1'-0"



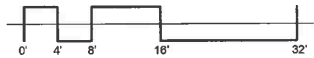
Gordon K Wong AIA, LEED GA
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(408) 315-2125 LIC# 34045, GKW Architects.com



Building D, 6 Plex, Sections

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City of Rocklin  California
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Project Schedule Revision
01 10.05.2013
Building D, 6 Plex, Sections
Not for Construction
SD - 4D.0
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10/1/2014 10:06:58 A



Building E, Sections

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City of Redding
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building E,
Sections
Not for
Construction
SD - 4E.0

SCALE 1/8" = 1'-0"
10/1/2014 11:01:19 AM



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710E Woodlawn Lane Suite 100, Campbell CA 95008
(408) 315-2725 UIC 34245, GKN Architects.com

ARCHITECTS
RESIDENTIAL / COMMERCIAL



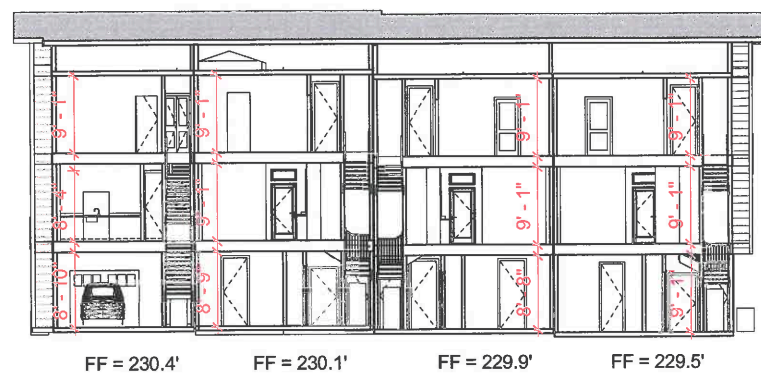


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Building F, Sections

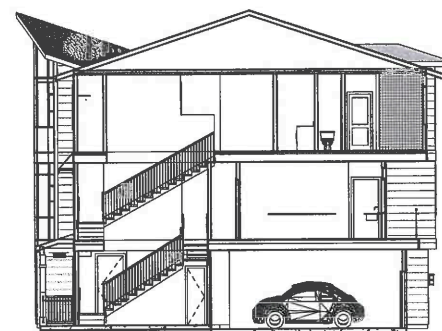
Sunset Hills Town Homes
City of Rocklin ——— California
by, USA Investment Associates

[illegible]

① Section AA
1/8" = 1'-0"



② Section BB
1/8" = 1'-0"



③ Section CC
1/8" = 1'-0"



④ Section DD
1/8" = 1'-0"

 T.O.R

37' - 4"

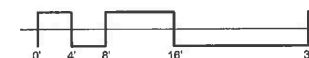
F.F.

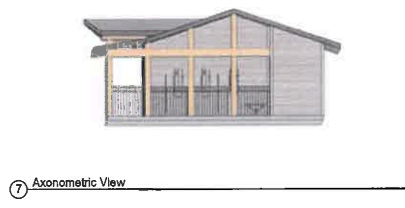
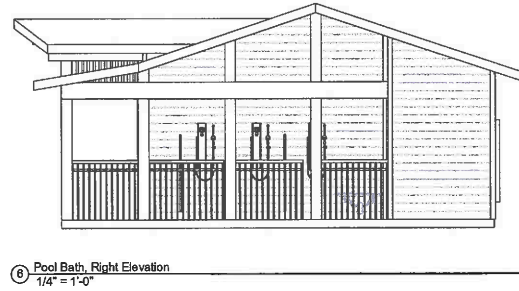
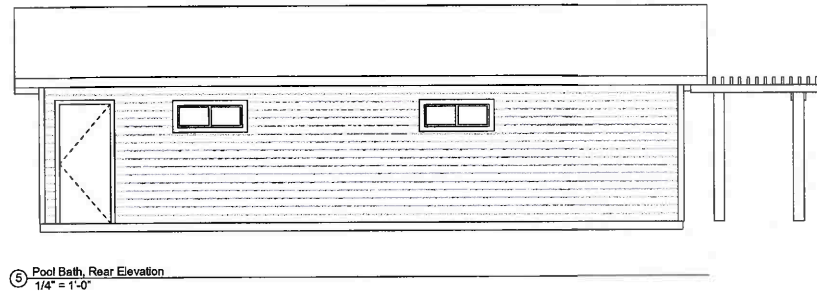
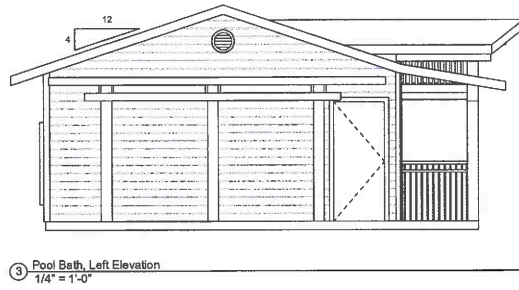
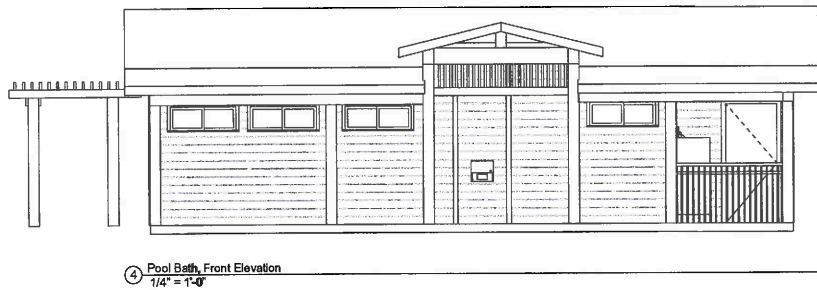
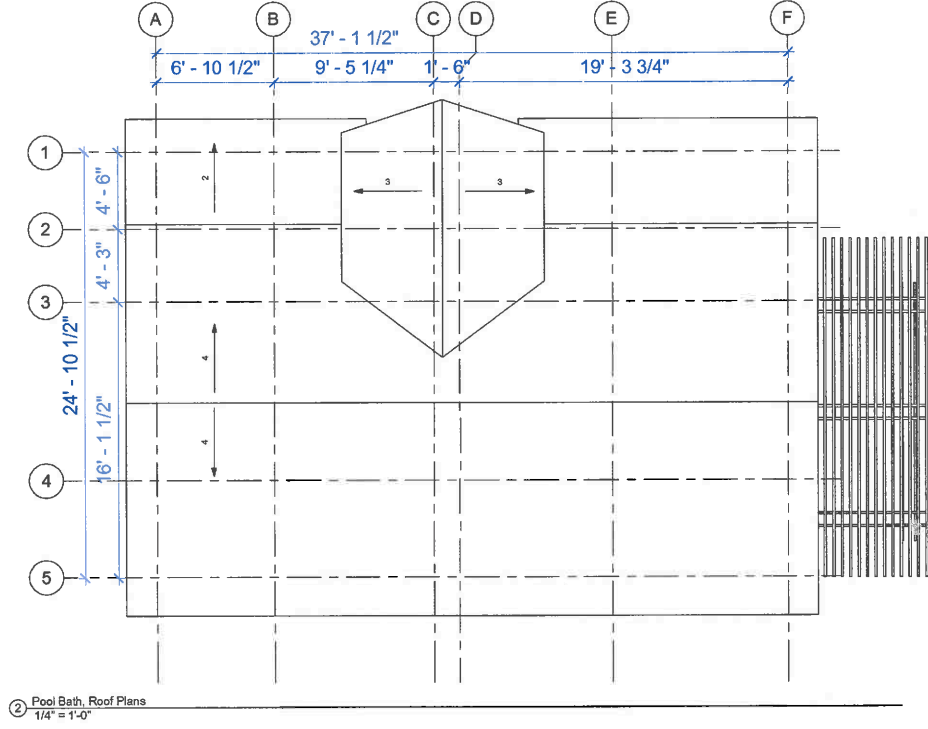
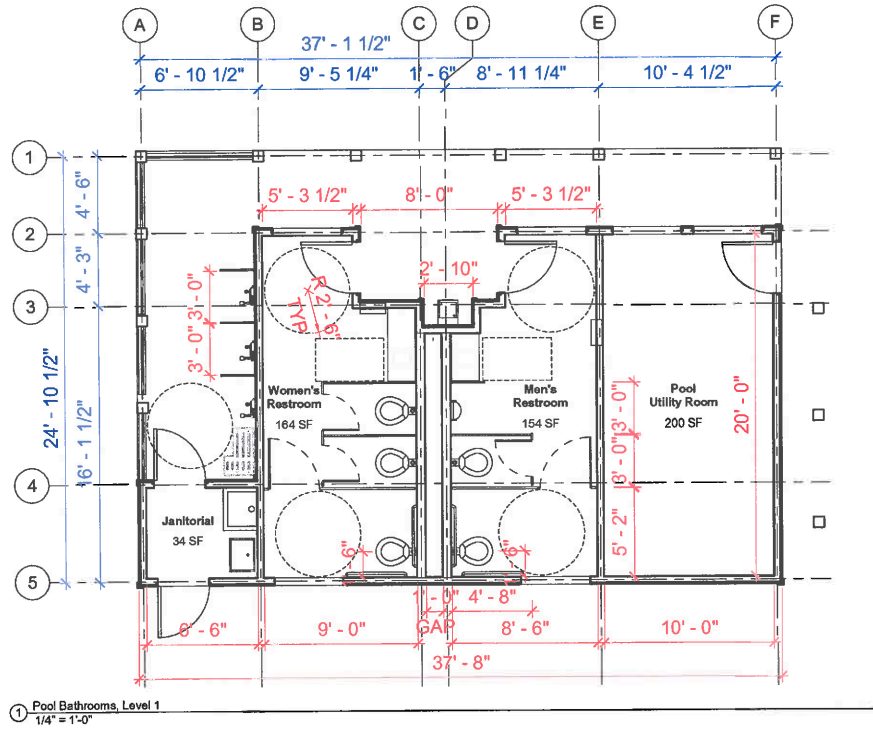


5 Section EE
1/8" = 1'-0"



⑥ Section FF
1/8" = 1'-0"





Pool Bathroom, Level 1, Roof Plans & Elevations



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Beverly Hills, CA 90212
(310) 274-1234, (408) 316-2123, L23 94045, GKW Architects.com



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City of Roshlin
California
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Project Schedule
Revision
01 10.05.2013

Pool Bathroom,
Level 1, Roof
Plans & Elevations
Not for
Construction
SD-5.0
SCALE 1/4" = 1'-0"
10/1/2014 11:28:40
AM

15. PENDANT LIGHT



Roof Schedule		
Building Number:	Roof Type:	Color:
1	Presidential Shingles	Charcoal Black
2	Presidential Shingles	Charcoal Black
3	Presidential Shingles	Charcoal Black
4	Presidential Shingles	Charcoal Black
5	Presidential Shingles	Charcoal Black
6	Presidential Shingles	Charcoal Black
7	Presidential Shingles	Charcoal Black
8	Cool Metal Roof	Flint Grey
9	Cool Metal Roof	Flint Grey
10	Cool Metal Roof	Medium Bronze
11	Cool Metal Roof	Medium Bronze
12	Presidential Shingles	Country Grey
13	Presidential Shingles	Country Grey
14	Presidential Shingles	Country Grey
15	Presidential Shingles	Country Grey
16	Presidential Shingles	Country Grey
17	Presidential Shingles	Country Grey
18	Presidential Shingles	Charcoal Grey
19	Presidential Shingles	Charcoal Grey
20	Presidential Shingles	Charcoal Grey
21	Presidential Shingles	Charcoal Grey
22	Cool Metal Roof	Medium Bronze
23	Cool Metal Roof	Medium Bronze
24	Presidential Shingles	Charcoal Black
25	Presidential Shingles	Charcoal Black
26	Presidential Shingles	Charcoal Black
27	Cool Metal Roof	Medium Bronze

Roof Legend	
	Country Grey
	Medium Bronze
	Flint Grey
	Charcoal Black

Building F, Roof Diagram & Schedule

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City of Rodan California
by, USA Investment Associates

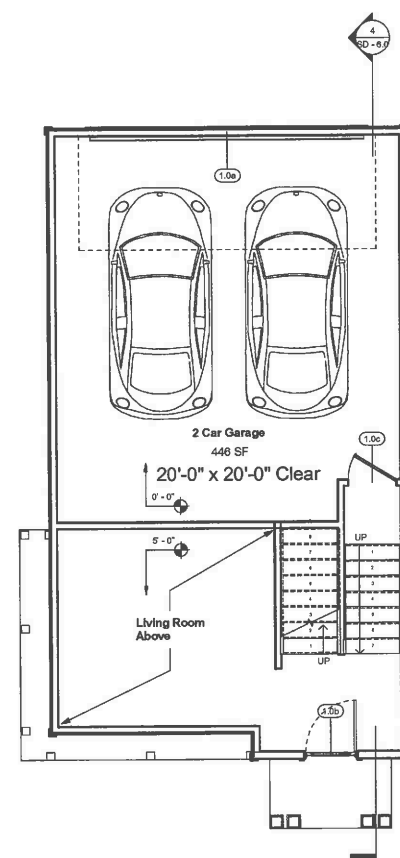
Project Schedule
Revision
01 10 05 2013

Building F, Roof
Diagram &
Schedule
Not for
Construction
SD - 5.2
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Architect
10000 Wilshire Blvd, Suite 2000
Beverly Hills, CA 90212
(310) 315-2128 FAX (310) 315-2129
www.gkwp.com

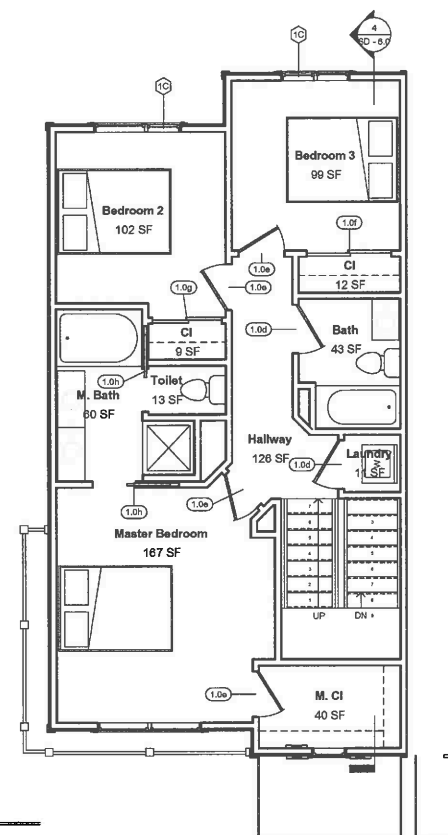




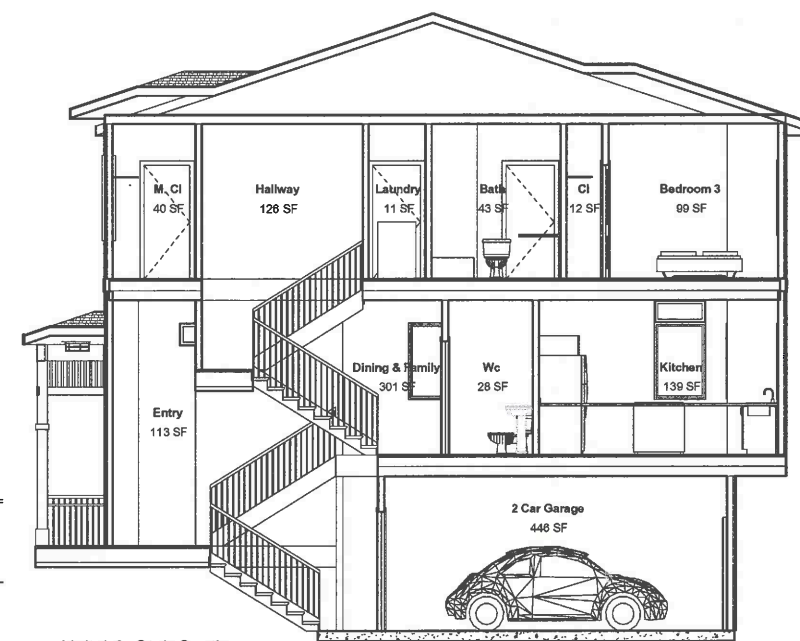
① Unit 1.0, 1st Floor
1/4" = 1'-0"



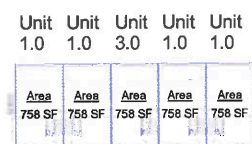
② Unit 1.0, 2nd Floor
1/4" = 1'-0"



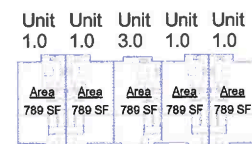
③ Unit 1.0, 3rd Floor
1/4" = 1'-0"



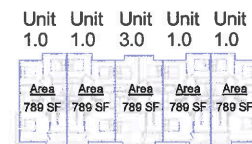
④ Unit 1.0, Stair Section
1/4" = 1'-0"



⑤ Building A, 5 Plex, Level 1, F.F.
1" = 30'-0"



⑥ Building A, 5 Plex, Level 2, F.F.
1" = 30'-0"

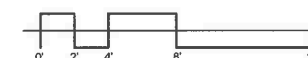


7 Building A, 5 Plex, Level 3, F.F.
1" = 30'-0"

Unit 1.0, Total SF = 758+
789+789= 2336 SF



Unit 2, Axonometric



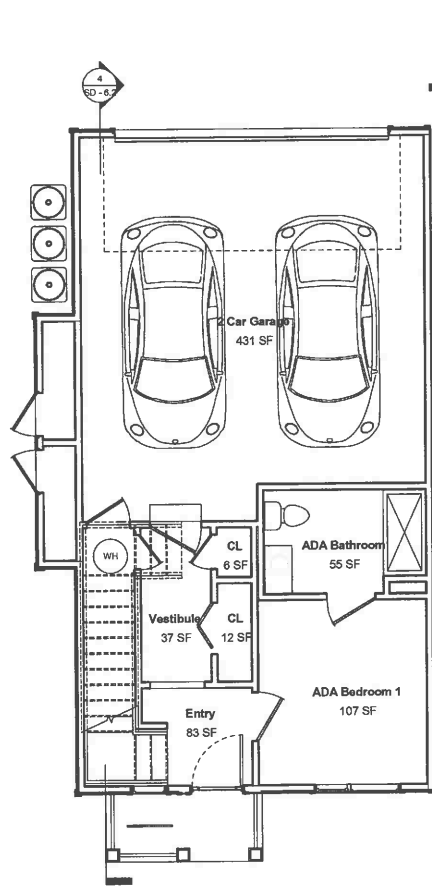
5 Building A, 5 Plex, Level 1, FF.
1" = 30'-0"

⑥ Building A, 5 Plex, Level 2, FF.
1" = 30'-0"

7 Building A, 5 Plex, Level 3 FF.
1" = 30'-0"

Unit 5.0, Axonometric

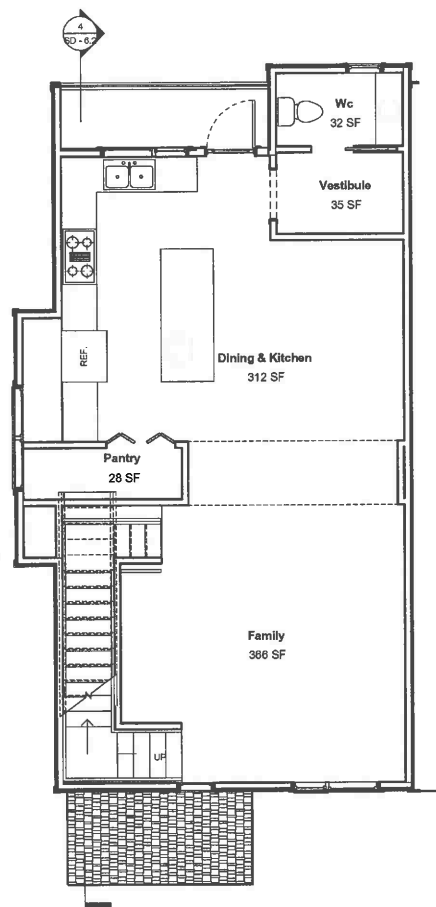




① Unit 3.0, 1st Floor
1/4" = 1'-0"

Unit 3.0	Unit 2.0	Unit 4.0	Unit 2.0	Unit 4.0	Unit 2.0	Unit 5.0
Area	Area	Area	Area	Area	Area	Area
815 SF	720 SF	810 SF	720 SF	810 SF	720 SF	850 SF

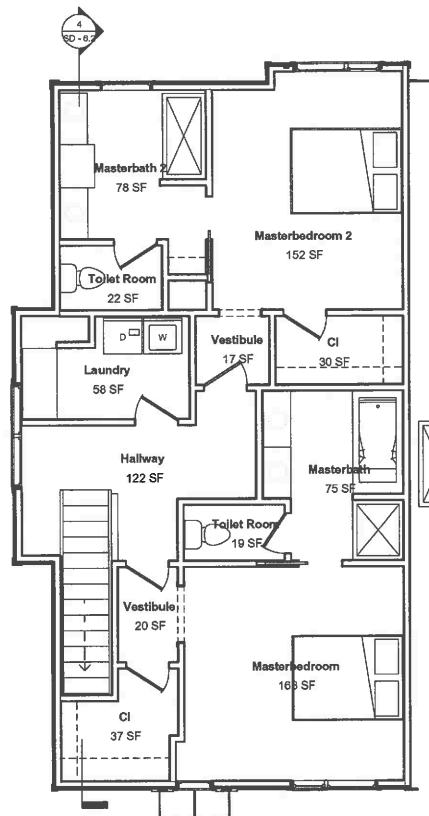
⑤ Building C, 7 Plex, Level 1, F.F.
1" = 30'-0"



② Unit 3.0, 2nd Floor
1/4" = 1'-0"

Unit 3.0	Unit 2.0	Unit 4.0	Unit 2.0	Unit 4.0	Unit 2.0	Unit 5.0
Area	Area	Area	Area	Area	Area	Area
880 SF	883 SF	842 SF	880 SF	842 SF	880 SF	880 SF

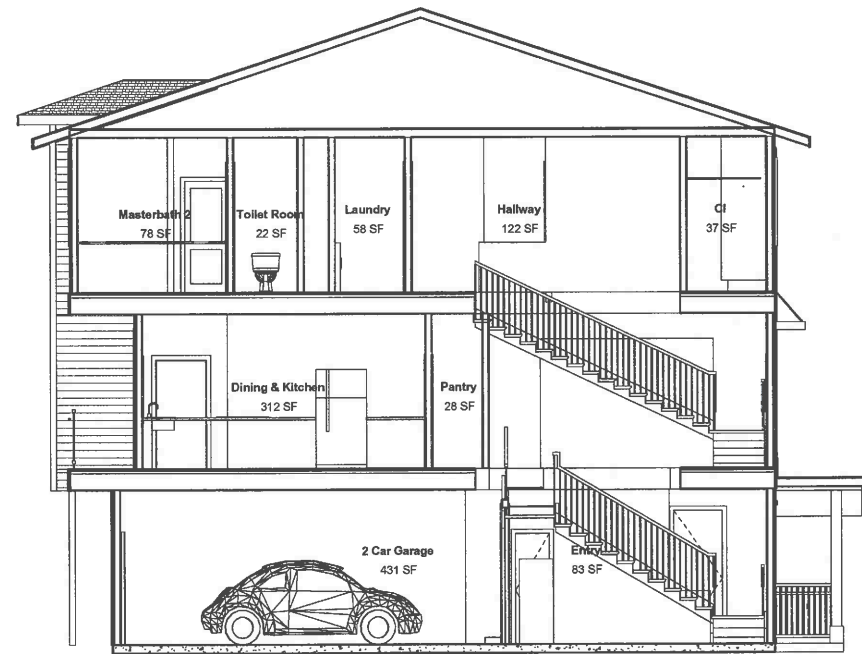
⑥ Building C, 7 Plex, Level 2, F.F.
1" = 30'-0"



③ Unit 3.0, 3rd Floor
1/4" = 1'-0"

Unit 3.0	Unit 2.0	Unit 4.0	Unit 2.0	Unit 4.0	Unit 2.0	Unit 5.0
Area	Area	Area	Area	Area	Area	Area
905 SF	880 SF	800 SF	880 SF	900 SF	880 SF	950 SF

⑦ Building C, 7 Plex, Level 3 F.F.
1" = 30'-0"



④ Unit 3.0, Stair Section
1/4" = 1'-0"

Unit 3.0, Total SF =
815+860+905 = 2580 SF



⑧ Unit 3.0, Axonometric



Building C, 7 Plex, Unit 3.0

Sunset Hills Town Homes
City of Rocklin
by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building C, 7 Plex,
Unit 3.0

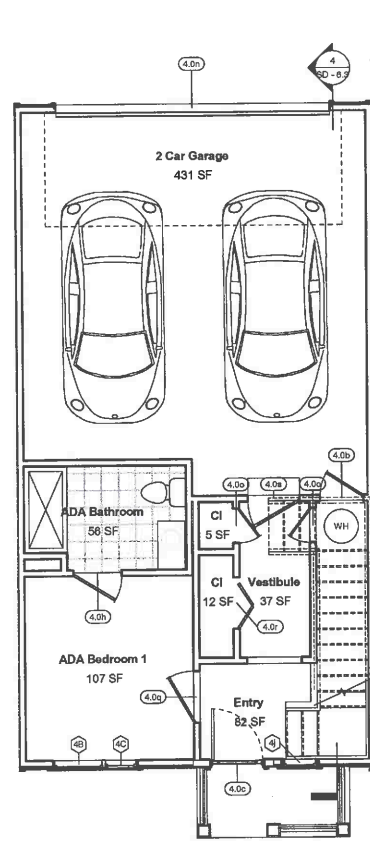
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Construction
SD - 6.2

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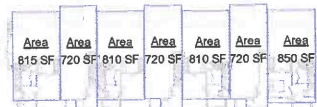
Gordon K. Wong AIA, LEED GA
Principal Architect
9700 Wilshire Blvd., Suite 200
Beverly Hills, CA 90212
(408) 315-2128 LCP# 24045, GKW Architects.com



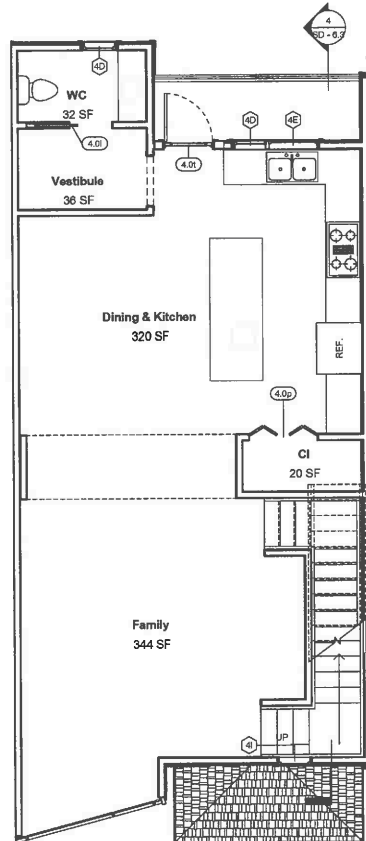


① Unit 4.0, 1st Floor
1/4" = 1'-0"

Unit Unit Unit Unit Unit Unit Unit
3.0 2.0 4.0 2.0 4.0 2.0 5.0

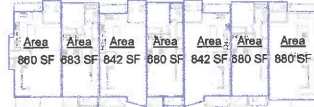


⑤ Building C, 7 Plex, Level 1, FF
1" = 30'-0"

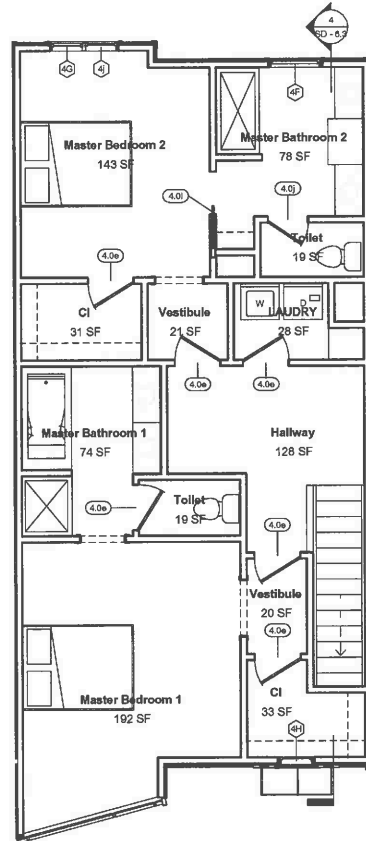


② Unit 4, 2nd Floor
1/4" = 1'-0"

Unit Unit Unit Unit Unit Unit Unit
3.0 2.0 4.0 2.0 4.0 2.0 5.0

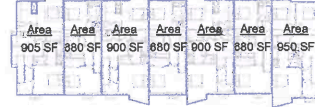


⑥ Building C, 7 Plex, Level 2, FF
1" = 30'-0"

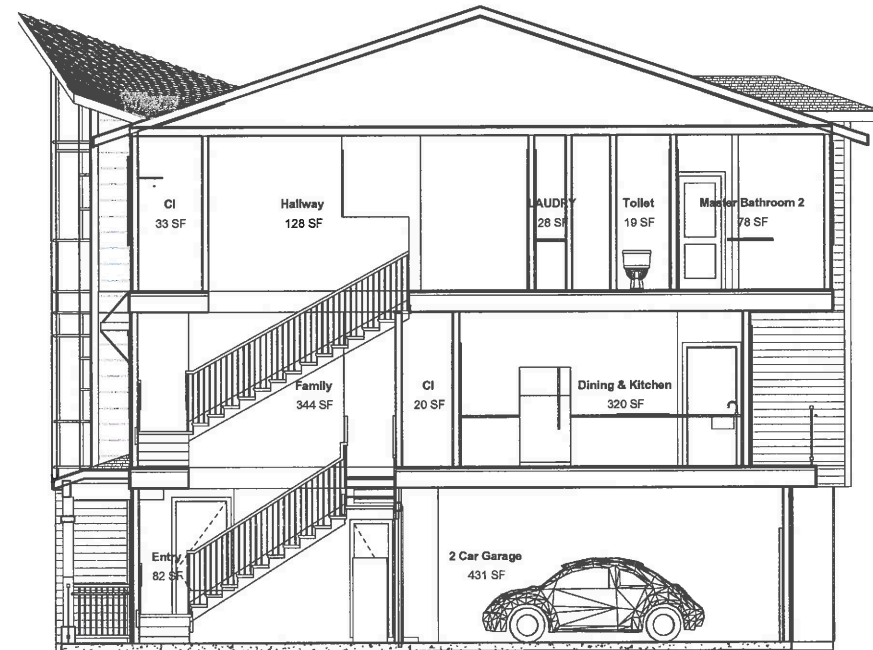


③ Unit 4.0, 3rd Floor
1/4" = 1'-0"

Unit Unit Unit Unit Unit Unit Unit
3.0 2.0 4.0 2.0 4.0 2.0 5.0



⑦ Building C, 7 Plex, Level 3 FF
1" = 30'-0"

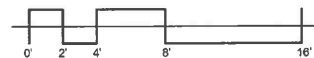


④ Unit 4.0, Stair Section
1/4" = 1'-0"

Unit 4.0, Total SF =
810+842+900 = 2552 SF



⑧ Unit 4.0, Axonometric



Building C, 7 Plex, Unit 4.0

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City of Redlin
by, USA Investment Associates



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1715 West 12th Street, Suite 100
Oakland, CA 94612
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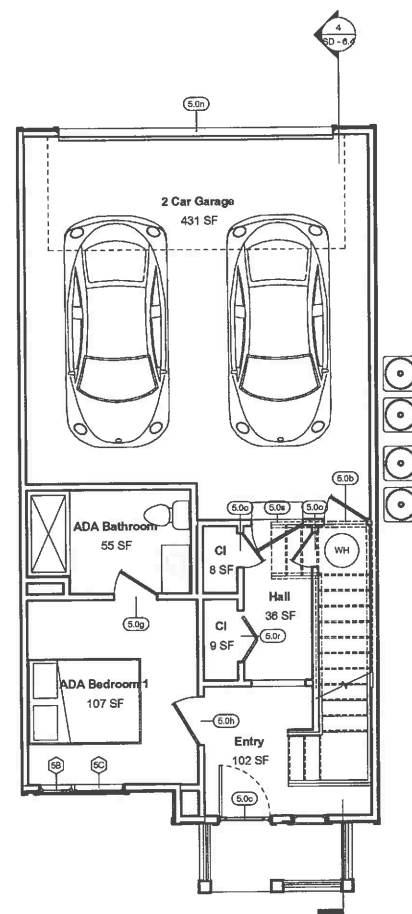


Project Schedule
Revision
01 10.05.2013

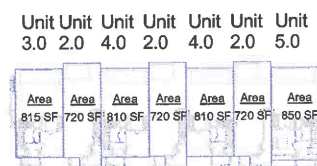
Building C, 7 Plex,
Unit 4.0

Not for
Construction
SD - 6.3

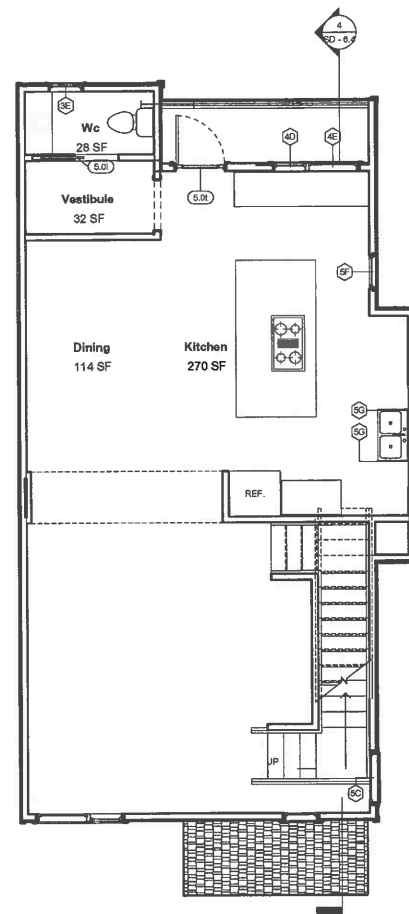
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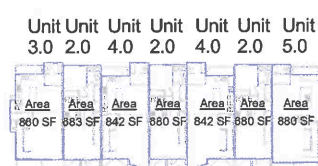
① Unit 5.0, 1st Floor
1/4" = 1'-0"



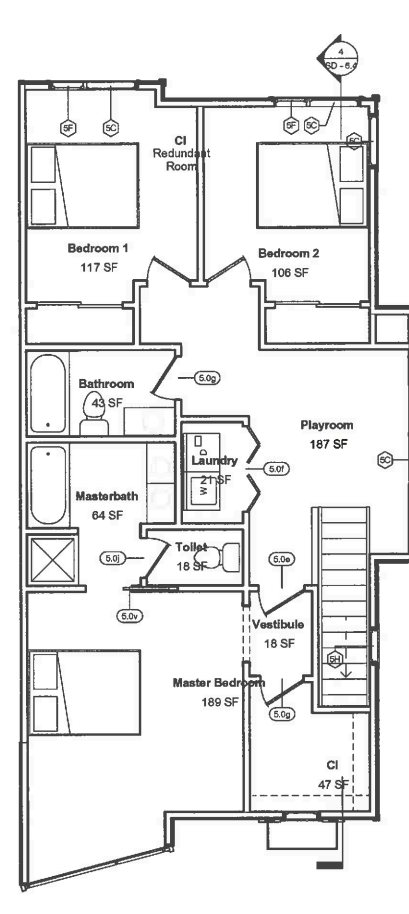
5 Building C, 7 Plex, Level 1, FF.
1" = 30'-0"



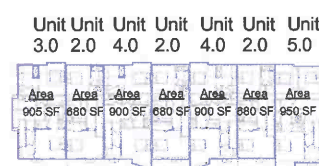
② Unit 5.0, 2nd Floor
1/4" = 1'-0"



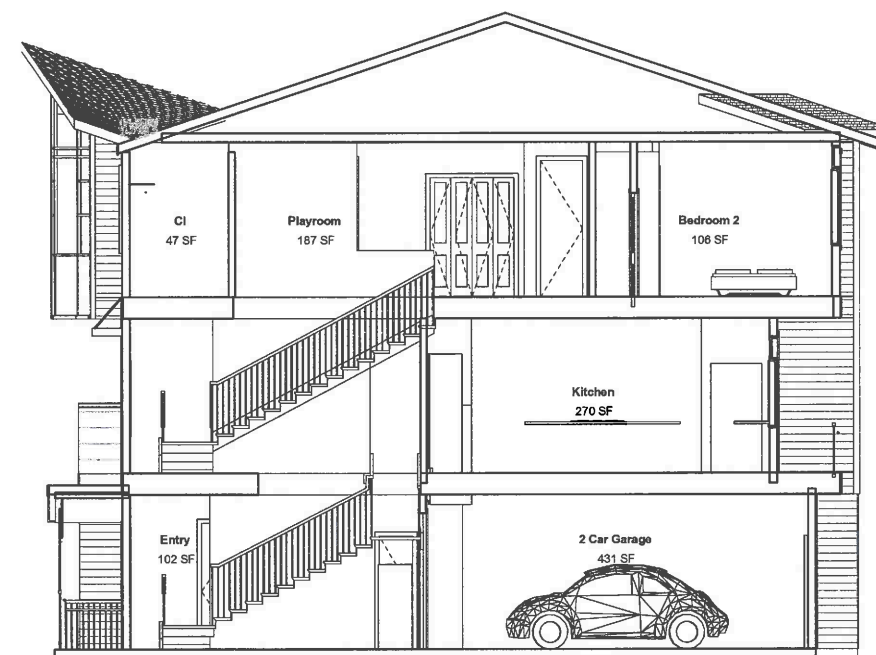
⑥ Building C, 7 Plex, Level 2, FF.
1" = 30'-0"



③ Unit 5.0, 3rd Floor
1/4" = 1'-0"



7 Building C, 7 Plex, Level 3 FF.
1" = 30'-0"

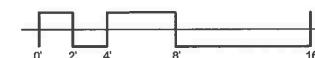


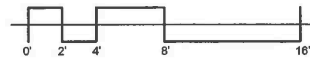
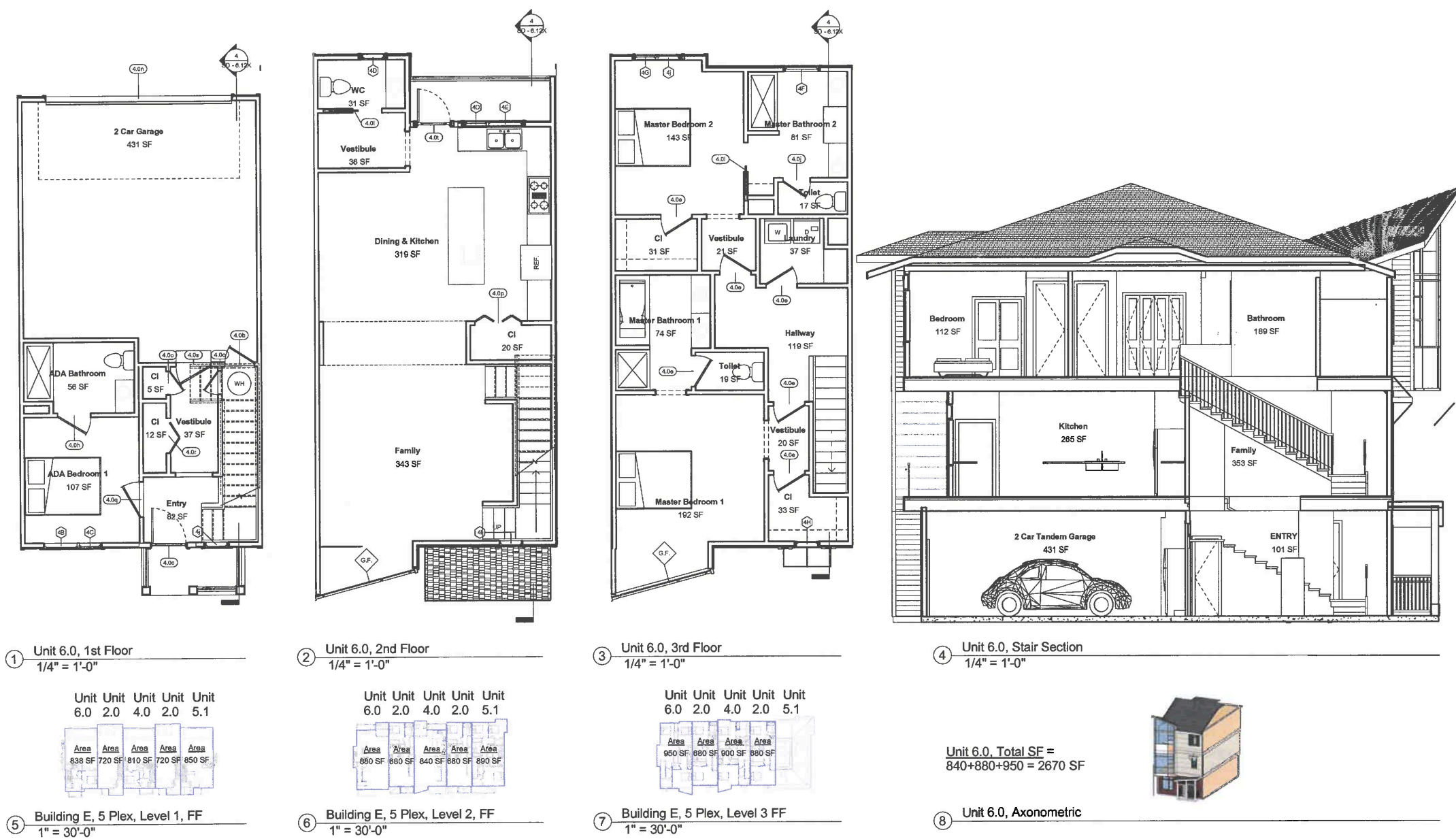
④ Unit 5.0, Stair Section
1/4" = 1'-0"



Unit 5.0, Total SF =
850+880+550 = 2280 SF

Unit 5.0, Axonometric





Building E, 5 Plex, Unit 6.0

Gordon K Wong AIA, LEED GA
7102 McGilroy Lane Suite 108, Campbell CA 95008
(408) 315-2125 LISC 24042, GKW Architects.com

Sunset Hills Town Homes
City of Redding, California

by, USA Investment Associates

Project Schedule
Revision
01 10.05.2013

Building E, 5 Plex,
Unit 6.0

Not for
Construction
SD - 6.5

SCALE As Indicated
10/1/2014 11:01:32 AM

⑤ Building E, 5 Plex, Level 1, FF.
1" = 30'-0"

⑥ Building E, 5 Plex, Level 2, FF.
1" = 30'-0"

⑦ Building E, 5 Plex, Level 3 FF.
1" = 30'-0"

Unit 7.0, Axonometric





BUILDING D, 6 UNIT TOWN + HOMES

SUNSET HILLS TOWN HOMES
USA INVESTMENT ASSOCIATES

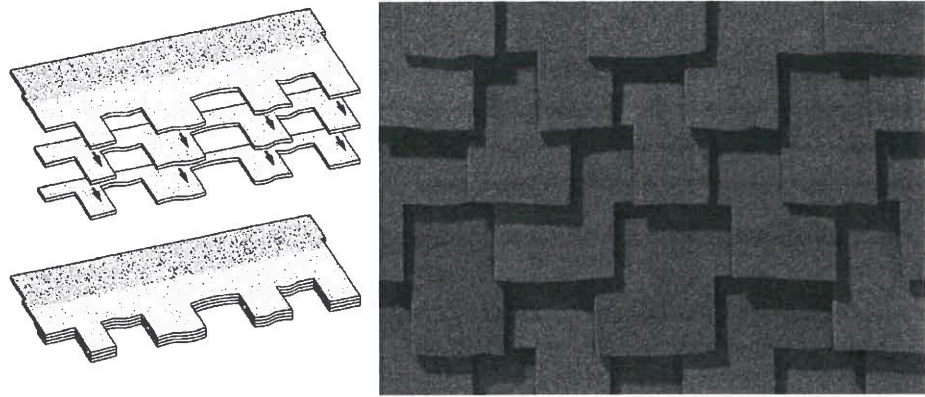
EXTERIOR TYPES

HARDIE PLANK DESIGN COLLECTION LAP SIDING
CUSTOM BEADED CEDARMILL



ROOF TYPES

PRESIDENTIAL TL SHINGLE ROOF
CHARCOAL BLACK

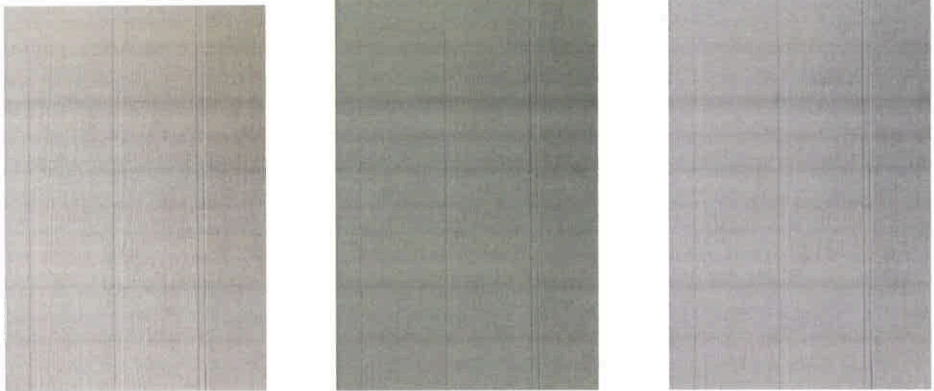


DOORS

MASONITE STA - TRU HD STEEL DOORS



HARDIE PANEL DESIGN COLLECTION, VERTICAL SIDING
SIERRA 8

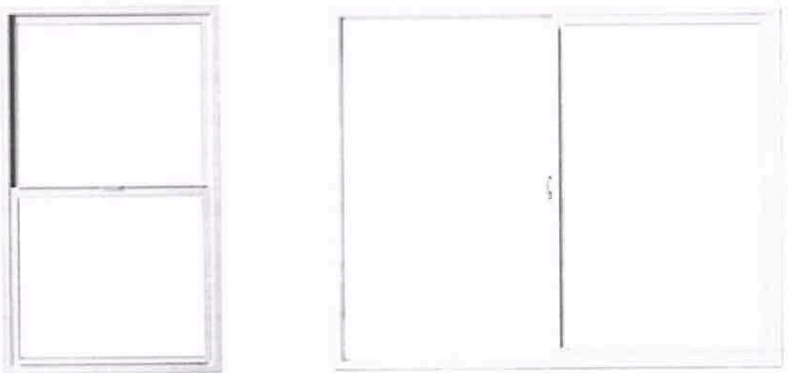


STANDING SEAM COOL METAL ROOF
FLINT GREY

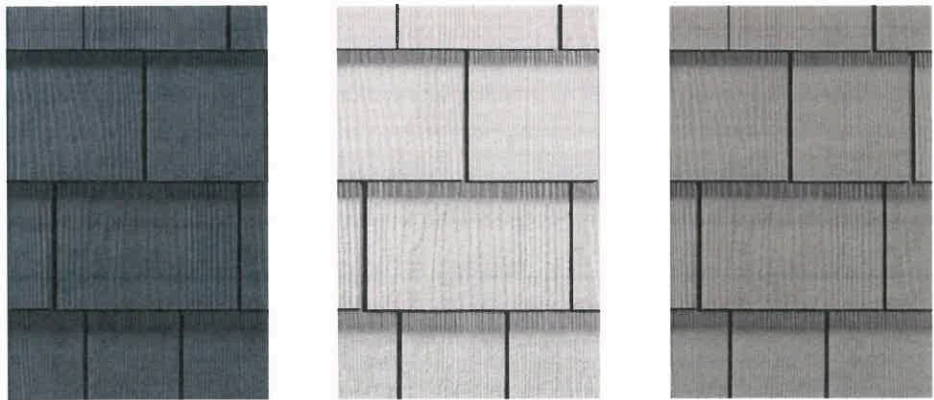


WINDOWS

MILGARD 6000 SERIES STYLE LINE VINYL



HARDIE SHINGLE DESIGN COLLECTION SIDING
STRAIGHT EDGE PANEL



EXTERIOR RAILING

ULTRA EXTERIOR RAILING



EXHIBIT B

Sunset Hills Townhomes (DR-2013-04)

Available at the Economic and Community Development Department, Planning Division



EXHIBIT B
DR-2013-04

PRELIMINARY LANDSCAPE PLAN
OVERVIEW

A Base Landscape Theme: Mediterranean
A Mediterranean - influenced landscape is lush, colorful, inviting, generally low maintenance, and filled with drought-tolerant plants. The Mediterranean landscape is ideally suited for Rocklin's climate and complements the architectural style of the project.

Basics of a Mediterranean Garden
There are certain core characteristics that define Mediterranean style. You won't find vast expanses of green lawn; instead, plantings are more contained, and even the larger areas are more likely to be filled with shrubs, perennials, annuals and ground covers. Earth tones are the dominant colors on houses and outdoor structures, punctuated by bright accent colors like red and purple.

The tentative plant palette on this exhibit identifies a variety of drought tolerant and California native plants suited to the Mediterranean style landscape.

B Detention Basin Landscape Theme: Water Quality /
The detention basin is expected to provide a portion of the detention for the storm water run-off created by the project. Toward that end, the basin will utilize a bio-swale grass in the main flood area of the basin, along with native to Northern California plant groups / ground covers along the sloped area. Plant materials in the flood area will be selected with the ability to withstand water inundation during flood periods.

C Conservation Open Space Theme: Native Plant Materials
Except in areas disturbed by the construction of the retaining wall, and oak tree mitigation planting the natural landscape in this area is intended to remain unchanged. Where disturbance is necessary, native grasses / native shrub and Western Redbuds will be introduced to create a transition between the project landscape and the native landscape. Maintenance and fire access to this area will remain via the existing access point from Sunset Blvd.

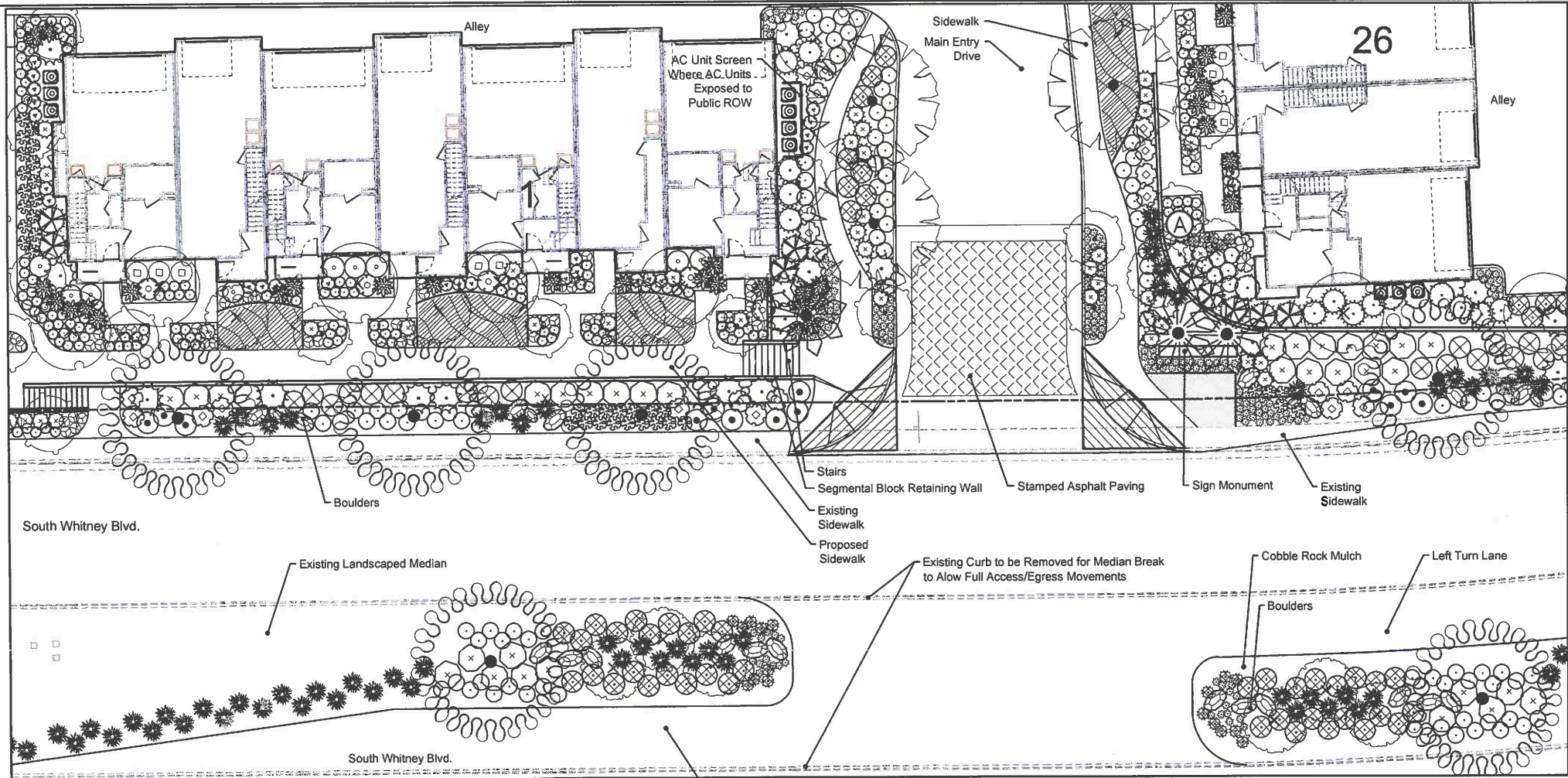
D South Whitney Blvd. Median Theme: Mediterranean
The landscape median along South Whitney Blvd. will be modified to accommodate the new turn lanes. The landscape area disturbed by construction will be replaced with native oaks and an under-story landscape consisting of Mediterranean plant materials.

E Perimeter Landscape Theme: Oak woodland / Mediterranean
The streetscape area between the public sidewalk and the project perimeter will include street trees and an under-story landscape consisting of Mediterranean plant materials. Boulders will also be incorporated into the landscape design.

Parking Area Shading
Visitor parking spaces will be shaded by trees located at least 1 tree very 5 spaces.

Irrigation Design
The irrigation design will consist mainly of low water use drip and in-line drip irrigation controlled by electronic valves and a "smart" irrigation controller. Additional low volume rotary irrigation will be used on lawn / grass areas or in landscape areas where spray irrigating ground cover areas is appropriate. Regardless of the type of irrigation proposed the project irrigation design will meet the requirements of the State of California Water Conservation in the Landscape Act.

APPROVED BY
CITY COUNCIL ON June 9, 2015
Barbara Ivanusich



TYPICAL LANDSCAPE AROUND BUILDINGS, ENTRY ALONG SOUTH WHITNEY BOULEVARD



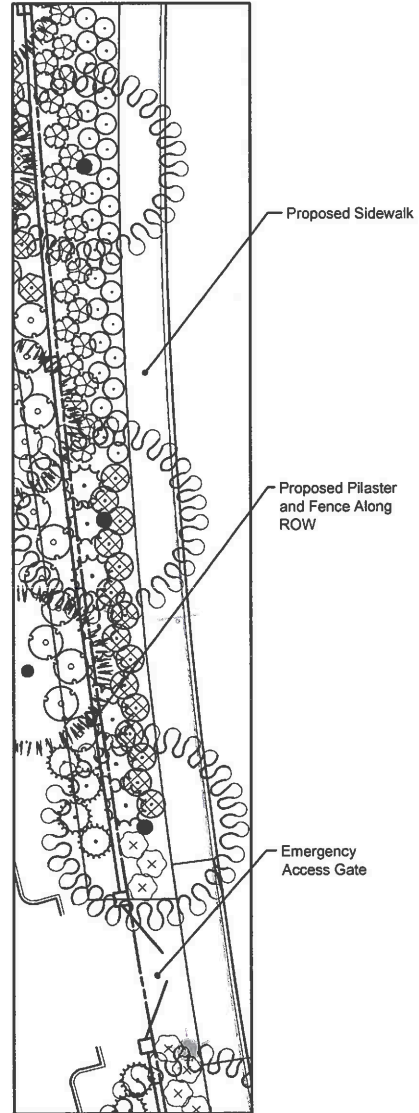
AC UNIT SCREEN: Wood lattice frame components painted to match building wall.



ORNAMENTAL FENCING STYLE AROUND POOL AND TOT-LOT

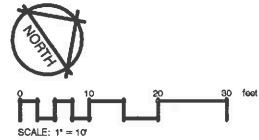
PLANT PALETTE ASSOCIATED WITH THIS EXHIBIT ONLY (SEE FOLLOWING SHEET FOR COMPLETE PROJECT PLANT PALETTE)

SHRUBS				GRASSES			
	Acer rubrum 'Autumn Blaze'	Autumn Blaze Maple	15 gal		Muhlenbergia capillaris 'Regal Mist' TM	Muhly	1 gal
	Arbutus x 'Marina'	Arbutus Standard	15 gal		Muhlenbergia rigens	Deer Grass	1 gal
	Cupressus sempervirens	Italian Cypress	15 gal	PERENNIALS AND GROUND COVERS			
	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	15 gal		Agapanthus praecox orientalis	Lily of the Nile	1 gal
	Prunus cerasifera 'Newport'	Newport Flowering Plum	15 gal		Arctostaphylos x 'Emerald Carpet'	Emerald Carpet Manzanilla	1 gal
	Quercus ilex	Holly Oak	15 gal		Dietes bicolor	Fortnight Lily	1 gal
	Syagrus romanzoffiana	Queen Palm	14-ft BT		Rosa x 'Flower Carpet Red'	Red Groundcover Rose	1 gal
	Barberis thunbergii 'Atropurpurea'	Red Leaf Japanese Barberry	5 gal		Rosa x 'Flower Carpet Coral'	Flower Carpet Coral Rose	2 gal
	Barberis thunbergii 'Rose Glow'	Rosy Glow Barberry	5 gal		Rosa x 'Flower Carpet White'	Flower Carpet Rose - White	2 gal
	Callistemon citrinus 'Little John'	Dwarf Bottle Brush	5 gal		Trachelospermum asiaticum 'Asiatic'	Asiatic Dwarf Star Jasmine	1 gal
	Nandina domestica 'Compacta'	Compact Heavenly Bamboo	5 gal		Tulbaghia violacea	Society Garlic	1 gal
	Nerium oleander 'Petite Pink'	Petite Pink Oleander	5 gal		Tulbaghia violacea 'Silver Lace'	Silver Lace Society Garlic	1 gal
	Phormium tenax 'Rubrum'	New Zealand Flax	5 gal		Verbena tenuisecta	Rock Verbena	1 gal
	Prunus caroliniana 'Compacta'	Carolina Cherry	5 gal	GROUND COVERS			
	Raphiolepis indica 'Ballerina'	Indian Hawthorne	5 gal		Sod x 'Bolero Plus'	Bolero Plus Lawn Sod	Sod
	Raphiolepis indica 'Clara'	Clara India Hawthorn	5 gal		Sod x 'Mow Free Native'	Mow Free Native Mix	Sod
	Salvia greggii 'Lipstick'	Autumn Sage	5 gal				



TYPICAL ROW LANDSCAPE ALONG SUNSET BOULEVARD

This exhibit is intended to demonstrate the typical planting density layout proposed and the plant mixture types (tree, shrubs, ground covers, perennials) throughout the project. It should be noted that the plants used in this view do not represent the entire plant palette proposed for the project. Exposure, slope condition, and size of planter area will dictate the final planting design.



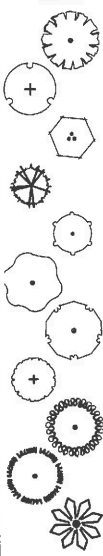
PRELIMINARY LANDSCAPE PLAN
(Design Approach)
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California



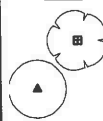
EXHIBIT B

PLANT SCHEDULE

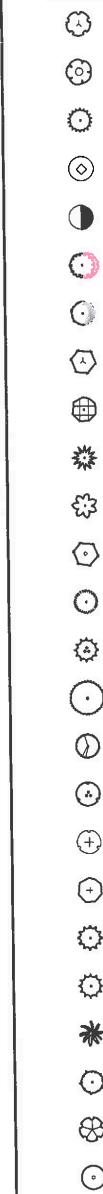
TREES



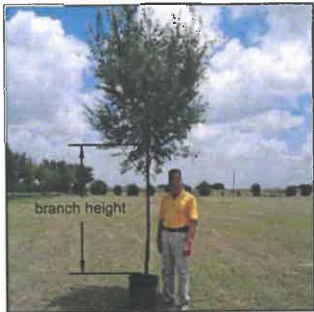
OAK TREE MITIGATION ON-SITE



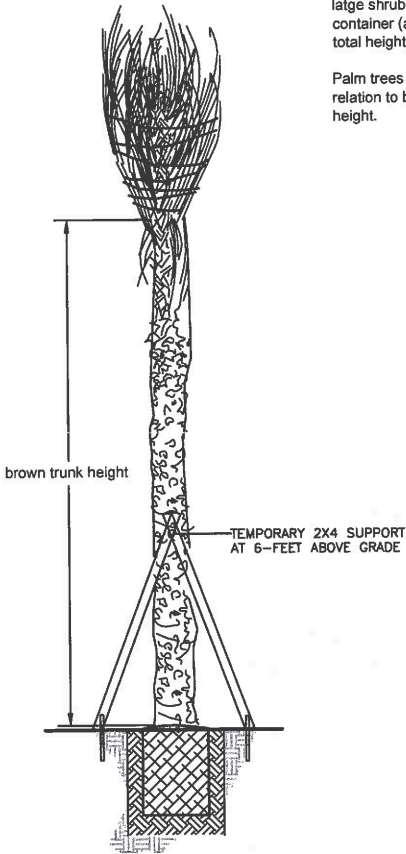
SHRUBS



BOTANICAL NAME	COMMON NAME	CONT
Acer rubrum 'Autumn Blaze' Med. Water Use	Autumn Blaze Maple	15 gal
Arbutus x 'Marina' Low Water Use	Arbutus Standard	15 gal
Cercis occidentalis Low Water Use	Western Redbud Multi-trunk	15 gal
Cupressus sempervirens Low Water Use	Italian Cypress	15 gal
Lagerstroemia indica 'Muskogee' Low Water Use	Muskogee Crape Myrtle	15 gal
Pistacia chinensis 'Keith Davey' Low Water Use	Keith Davey Chinese Pistache	15 gal
Platanus x acerifolia 'Bloodgood' Medium Water Use	London Plane Tree	15 gal
Prunus cerasifera 'Newport' Med. Water Use	Newport Flowering Plum	15 gal
Quercus ilex Low Water Use	Holly Oak	15 gal
Sequoia sempervirens 'Aptos Blue' Medium Water Use	Aptos Blue Redwood	15 gal
Syagrus romanzoffiana Med. Water Use	Queen Palm	14-ft BT
BOTANICAL NAME	COMMON NAME	CONT
Quercus douglasii Mitigation Tree	Blue Oak	15 gal
Quercus lobata Mitigation Tree	Valley Oak	15 gal
BOTANICAL NAME	COMMON NAME	CONT
Azalea x 'Autum Twist' TM Medium Water Use	Encore Azalea 'Autumn Twist'	5 gal
Berberis thunbergii 'Atropurpurea' Low Water Use	Red Leaf Japanese Barberry	5 gal
Berberis thunbergii 'Rose Glow' Low Water Use	Rosy Glow Barberry	5 gal
Callistemon citrinus 'Little John' Low Water Use	Dwarf Bottle Brush	5 gal
Carpenteria californica Low Water Use	Bush Anemone	5 gal
Ceanothus x 'Concha' Low Water Use	California Lilac	5 gal
Ceanothus x 'Joyce Coulter' Low Water Use	Ceanothus Joyce Coulter	5 gal
Cistus x purpureus Low Water Use	Orchid Rockrose	5 gal
Cistus x skanbergii Low Water Use	Coral Rockrose	5 gal
Cordyline x 'Baueri' Low Water Use	Bauer's Dracaena	5 gal
Cycas revoluta Med. Water Use	Sago Palm	5 gal
Heteromeles arbutifolia Low Water Use	Toyon	5 gal
Juniperus chinensis 'Blue Point' Low Water Use	Blue Point Juniper	5 gal
Juniperus chinensis 'Sea Green' Low Water Use	Sea Green Juniper	5 gal
Juniperus scopulorum 'Pathfinder' Low Water Use	Pathfinder Juniper	5 gal
Juniperus scopulorum 'Skyrocket' Low Water Use	Skyrocket Juniper	5 gal
Nandina domestica 'Compacta' Low Water Use	Compact Heavenly Bamboo	5 gal
Nandina domestica 'Moon Bay' TM Low Water Use	Moon Bay Nandina	5 gal
Nerium oleander 'Pette Pink' Low Water Use	Pette Pink Oleander	5 gal
Phormium tenax 'Rubrum' Low Water Use	New Zealand Flax	5 gal
Phormium tenax 'Sundowner' Low Water Use	New Zealand Flax	5 gal
Phormium tenax 'Yellow Wave' Low Water Use	New Zealand Flax	5 gal
Prunus caroliniana 'Compacta' Low Water Use	Carolina Cherry	5 gal
Raphiolepis indica 'Ballerina' Low Water Use	Indian Hawthorne	5 gal
Raphiolepis indica 'Clara' Low Water Use	Clara India Hawthorn	5 gal



Typical 15-gallon Tree Example Size



TREE SIZE NOTE AT PLANTING: The example image represent a "typical" expectation of size for trees planted from a 15-gallon container. Average branch height for single trunk tree ranges between 5' to 8', dependign upon species. Trunk caliper size is typically between 3" to 1". As noted in the American Standard for Nursery Stock Standards height relationship to caliper is different throughout regions of country dependign upon climate conditions. There is no defined height for any specific tree type.

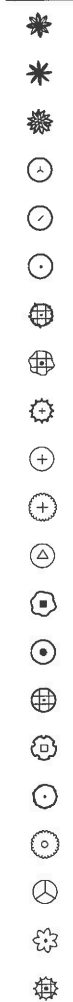
Note that the Western Redbud multi-trunk species will look like a latge shrub in a 15-gallon container (approximately 3'-5' tall total height).

Palm trees are specified in relation to brown trunk (BT) height.

GRASSES



PERENNIALS AND GROUND COVERS



LANDSCAPE AREAS



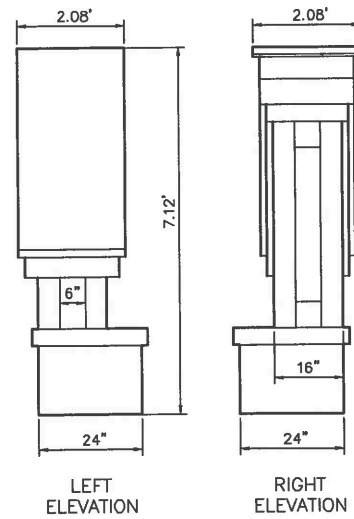
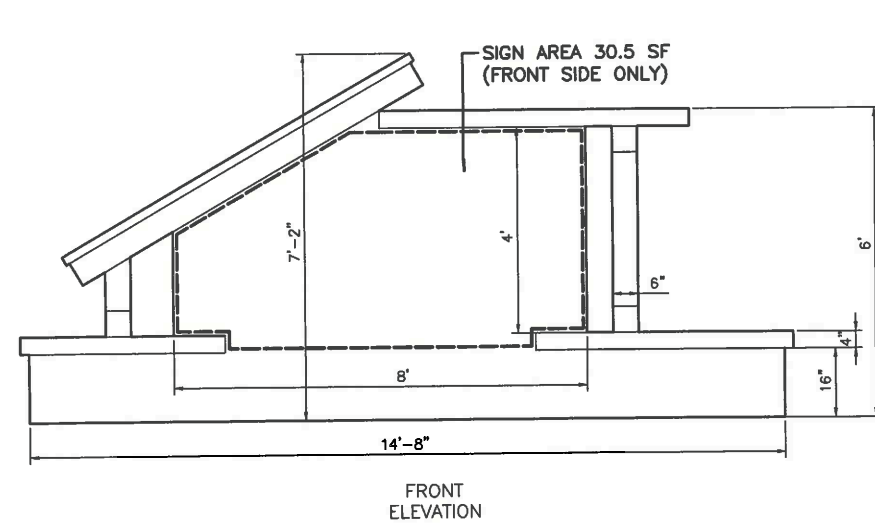
GROUND COVERS



Raphiolepis indica 'Enchantress' TM Low Water Use	Enchantress Indian Hawthorne	5 gal
Salvia greggii 'Furmans Red' Low Water Use	Furman's Red Salvia	5 gal
Salvia greggii 'Lipstick' Low Water Use	Autumn Sage	5 gal
Salvia nemorosa 'Blue Hill' Low Water Use	Woodland Sage	5 gal
Teucrium fruticans Low Water Use	Bush Germander	5 gal
Xylosma congestum 'Compacta' Low Water Use	Compact Xylosma	5 gal
Yucca recurvifolia Low Water Use	Spineless Yucca	5 gal
BOTANICAL NAME	COMMON NAME	CONT
Carex divulsa Low Water use	Berkeley Sedge	1 gal
Festuca glauca 'Elijah Blue' Low Water Use	Blue Fescue	1 gal
Muhlenbergia capillaris 'Regal Mist' TM Low Water Use	Muhly	1 gal
Muhlenbergia rigans Low Water Use	Deer Grass	1 gal
BOTANICAL NAME	COMMON NAME	CONT
Agapanthus africanus 'Peter Pan' Med. Water Use	Dwarf Blue Lily of the Nile	1 gal
Agapanthus africanus 'Queen Anne' Med. Water Use	Queen Anne Lily of the Nile	1 gal
Agapanthus praecox orientalis Med. Water Use	Lily of the Nile	1 gal
Anigozanthos flavidus 'Big Red' Low Water Use	Red Kangaroo Paw	1 gal
Anigozanthos x 'Yellow Gem' Low Water Use	Yellow Gem Kangaroo Paw	1 gal
Arctostaphylos x 'Emerald Carpet' Low Water Use	Emerald Carpet Manzanita	1 gal
Ceanothus griseus horizontalis 'Yankee Point' Low Water Use	California Lilac	1 gal
Cotoneaster dammeri Low Water Use	Bearberry Cotoneaster	1 gal
Dietes bicolor Low Water Use	Fortnight Lily	1 gal
Hemerocallis hybrid Med. Water use	Daylily ("Evergreen" Variety)	2 gal
Juniperus horizontalis 'Blue Chip' Low Water Use	Blue Chip Juniper	1 gal
Lavandula stoechas Low Water Use	Spanish Lavender	1 gal
Mahonia repens Low Water Use	Creeping Oregon Grape	1 gal
Rosa x 'Flower Carpet Red' Low Water Use	Red Groundcover Rose	1 gal
Rosa x 'Flower Carpet Coral' Low Water Use	Flower Carpet Coral Rose	2 gal
Rosa x 'Flower Carpet White' Low Water Use	Flower Carpet Rose - White	2 gal
Trachelospermum asiaticum 'Asiatic' Medium Water Use	Asiatic Dwarf Star Jasmine	1 gal
Trachelospermum jasminoides 'Star' Medium Water Use	Star Jasmine	1 gal
Tulbaghia violacea Med. Water Use	Society Garlic	1 gal
Tulbaghia violacea 'Silver Lace' Med. Water Use	Silver Lace Society Garlic	1 gal
Verbena tenuisecta Low Water Use	Rock Verbena	1 gal
BOTANICAL NAME	COMMON NAME	CONT
Open Space Natural Area	Undisturbed Area	1 gal minimu
BOTANICAL NAME	COMMON NAME	CONT
Landscape Area Low and Medium Water Use	Shrub and GC Area	SF
Sod - Bio Swale Mix Low Water Use	DELTA Blue Grass Native Bio-Swale Mix	Sod
Sod x 'Bolero Plus' High Water Use	Bolero Plus Lawn Sod	Sod
Sod x 'Mow Free Native' Low Water Use	Mow Free Native Mix	Sod

PRELIMINARY PLANT SCHEDULE
SUNSET HILLS TOWN HOMES, By USA Investment Associates
Rocklin, California





1 SUNSET HILLS TOWN HOME SIGN MONUMENT
3/4" = 1'-0"

1314-01

DIMENSIONAL ELEVATIONS

PERSPECTIVE VIEW



FRONT ELEVATION ILLUSTRATIVE

**USA Investment Associate, Inc.
606 North San Jose CA 95112
TEL 408-977-0888, FAX 408-332-4102**

May 22th, 2017


**Ms. Dara Dungworth
Planning Department
Rocklin City
3970 Rocklin Road,
Rocklin, CA 95677**

Dear, Ms. Dungworth:

Re : The Extension Request of Sunset Hill Townhomes / DR-2013-04

USA Investment Associates, Inc, and Kenyo American Inc, hereby request the city of Rocklin the time extension of this approved process for at least one year. The attached is the fee check, \$4,587 for this request.

USA Investment Associates, Inc, Kenyo American Inc.

A handwritten signature in black ink, appearing to read 'Gil Lee', with a stylized, cursive script.

Gil Lee
TEL 408-332-4102



BACK TO AGENDA

RESOLUTION NO. CC-2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A ONE-YEAR
TIME EXTENSION OF A TENTATIVE SUBDIVISION MAP, AN
OAK TREE PRESERVATION PLAN PERMIT AND A DESIGN REVIEW
(SUNSET HILLS TOWNHOMES EXTENSION/ SD-2013-03, TRE-2013-04 and DR-2013-13)

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. A Tentative Subdivision Map (SD-2013-03) and Oak Tree Preservation Plan Permit (TRE-2013-04) were approved via City Council Resolution No. 2015-143 and a Design Review (DR-2013-13) was approved via City Council Resolution No. 2015-144 on June 9, 2015 to allow for the development of 26 residential building lots containing 148 air-space condominium units, one common area lot for circulation, recreational facilities, and landscaping, and one common area lot for an open space/conservation area; APNs 016-210-011 & 016-240-044.

B. A Mitigated Negative Declaration of environmental impacts prepared for this project was approved via City Council Resolution No. 2015-142 on June 9, 2015.

C. The project applicant has applied to extend the project entitlements beyond the original June 9, 2017 expiration date, consistent with the requirements of the Municipal Code.

D. The approved project, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The approved project, 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 approved type and density of development.

G. The approved design of this project is compatible with surrounding development, natural features and constraints.

H. The height, bulk, area, color scheme and materials of the approved buildings and structures are compatible with surrounding development.

I. The design of the approved project 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 project and type of improvements will not cause serious public health problems.

K. The design of the approved project 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.

L. The design of the approved project provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The one-year extension of time for the Sunset Hills Townhomes Tentative Subdivision Map (SD-2013-03) and Oak Tree Preservation Plan Permit (TRE-2013-04) as depicted in City Council Resolution 2015-143 and the Design Review (DR-2013-13) as depicted in City Council Resolution 2015-144, 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 Resolutions 2015-143 and 2015-144 by one year each to June 9, 2018, unless prior to that date a building permit has been issued or a further time extension has been granted. In addition, the City Council hereby approves an additional 12-month time extension through June 9, 2019 if an amendment to the Municipal Code has been approved to allow time extension approvals for more than 12 months prior to June 9, 2018.
2. The originally-approved resolutions and associated exhibits shall govern the design and construction of the project.

PASSED AND ADOPTED _____, 2017, by the following roll call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

[BACK TO AGENDA](#)

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Enter into an Agreement with Bonsai Design, LLC in the amount of \$2,583,624 for Rocklin Adventures at Quarry Park (Adventure Elements Only)

Date: July 25, 2017

Submitted by: Marc Mondell, Economic and Community Development Director

Department: Economic and Community Development Department

Recommendation

It is recommended that the City Council of the City of Rocklin approve the following:

- Resolution authorizing the City Manager to enter into an agreement with Bonsai Design, LLC in the amount of \$2,583,624 for the design, management and construction of an Adventure Park in the City's Quarry Park exclusive to the quarry pit and kids zone adventure elements, all other aspects of the project to be performed by others.

Brief Project History

The City Council approved a master agreement with Legacy Family Adventures on January 24, 2017. The master agreement included three phases of project development including; 1) preparation of 30% conceptual drawings, 2) selection of a design-build firm or firms to construct the park, and 3) operation of the park upon construction completion. The City Council also approved a conditional use permit for operation of the park on May 9th including special operation requirements and restrictions.

Upon completion of the 30% conceptual drawings, the City issued a nationwide Request for Qualifications for Design-Build Firms on March 24, 2017. The City received three statements of qualification submittals in response (Western Water Features, Sierra View General Contractor, and Bonsai Design, LLC) and after review the selection committee deemed all three submittals to be incomplete. The City reissued a revised Request for Qualifications solicitation on April 10, 2017 to allow firms to resubmit a complete statement of qualifications.

The committee deemed all three of the resubmittals to be complete and held a mandatory site walk with the firms on May 2, 2017. Each firm submitted a proposal for consideration on May 26, 2017 and the committee conducted interviews with the firms on May 30, 2017. On June 12, 2017 after careful consideration, scoring and ranking, the City elected to reissue a Request for Proposals to the three firms to design and build only the adventure elements of the project. Two of the three firms submitted adventure element only proposals the results of which follow:

Respondent	Total Project Price
Bonsai Design, LLC	\$2,583,624
Sierra View	\$8,280,250

The committee scoring and ranking of each firm follow:

Respondent	Total Score	Rank
Bonsai Design, LLC	192.0	1
Sierra View	129.0	2

Project Phasing

Upon completion of the ranking the committee entered into preliminary negotiations with the highest ranked firm Bonsai Design, LLC (Bonsai) and accepted their proposal of \$2,583,624 for adventure related elements only (see attached). This decision was made in-part in order to better control project costs and because the City has greater familiarity with designing and bidding buildings and site related improvements which constitutes the balance of the project. Therefore, the City has elected to proceed with a traditional design-bid-build approach for the balance of the project including the services building.

The City is currently working with an architect and sub-consultants to design a pre-engineered open-air type structure (services building) similar in size to that shown in the original 30% conceptual drawings. The original intent was to completely enclose and condition the building to include a high-end restaurant. Due to project budgetary constraints the new design will be only partially enclosed and will house several smaller pre-engineered buildings that will be used for ticketing, training and retail sales. Food service will be provided in more of a “food-court” type of approach with both shaded and non-shaded outdoor seating.

Once the architect completes its design the City will be working with a theming consultant to dress up the structure and buildings to follow a “historic mining theme” consistent with past

City Council Report
 Rocklin Adventure Design-Build Agreement
 July 25, 2017
 Page 3

activities and the Quarry District Architectural Guidelines. Many of the materials and equipment salvaged from the Big Gun shed removal will be utilized in this process.

Upon completion of design by the architect, the City may elect to bid out all remaining aspects of the project, self-contract all or portions of the project, or perform select aspects of the project using City staff (to be determined). Staff anticipates that the work related to the access road and parking lots will be completed by October and will therefore work closely with Bonsai and other contractors and sub-contractors to coordinate staging, site access, schedules, and construction activities. The former Big-Gun site will likely be used for access and staging by all contractors and sub-contractors.

Location

The subject site is located within and adjacent to Quinn Quarry Park on the southeast side of Pacific Street, between Rocklin Road and Ruhkala Road, in the City of Rocklin. The Assessor's Parcel Numbers are APNs 010-170-001, -028, 010-230-004, -005 and a portion of 010-230-003. See **Figure 1**.

Figure 1. Project Location



Project Description

Quinn Quarry Park is being expanded to include a family-oriented “Adventure Park”. The Adventure Park will utilize the Big Gun Quarry Pit and a narrow strip of land along the quarry rim. The vertical quarry walls of the Big Gun pit will be utilized to accommodate climbing, rappelling, swings, zip lines, and similar activities. In addition, the park will include a hanging garden and waterfall, a nature trail, a kids’ zone with water play area (small-scale with no swimming permitted), , a quarry overlook, party pavilions, a restaurant or food service, gift shop, and other facilities. The mix of attractions would be strategically organized in a park-like setting that would be heavily landscaped and themed to reflect the historic nature of the area.

All elements of the park are being designed to meet the State of California’s Department of Industrial Regulations’ Division of Occupational Safety and Health’s (Cal/OSHA) requirements for zip line owners and operators, as well as comply with ASTM A295, which regulates the use of high-carbon anti-friction steel for uses such as zip lines.

A schematic site plan for the project is included as **Figure 2**. The concept drawing generally depicts the layout, elements, and location of activities. This is included for informational purposes only, and may be subject to change as the design of the park evolves.

Figure 2. Revised Conceptual Site Layout

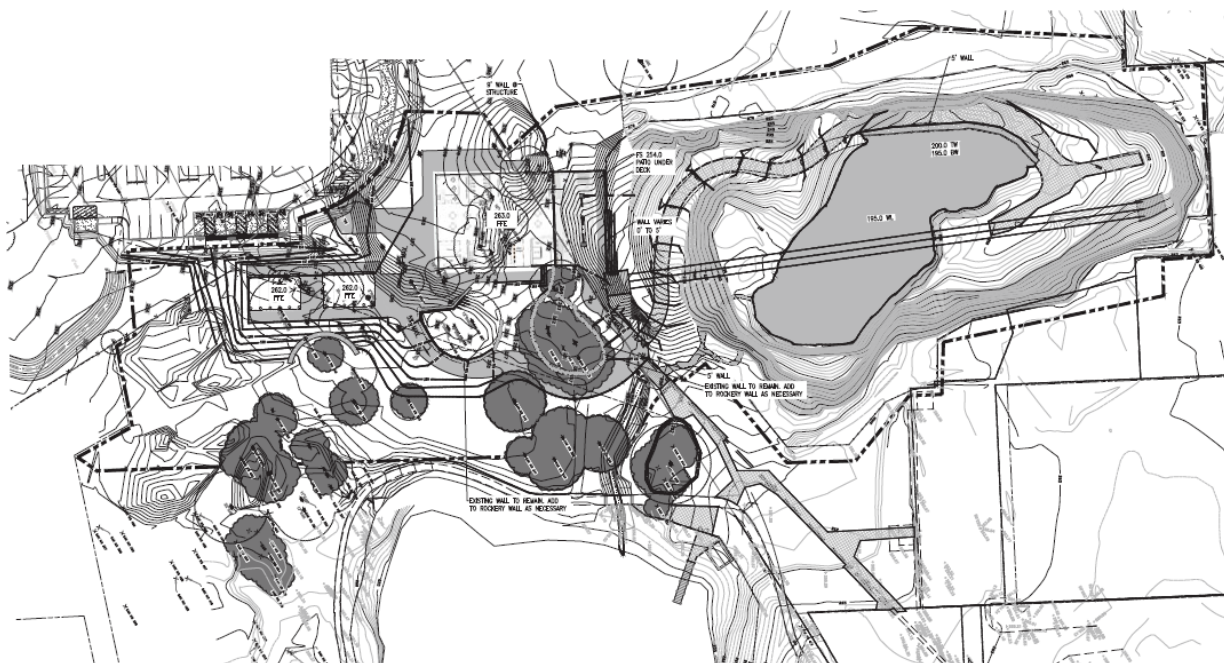


Figure 3. Original Conceptual Design

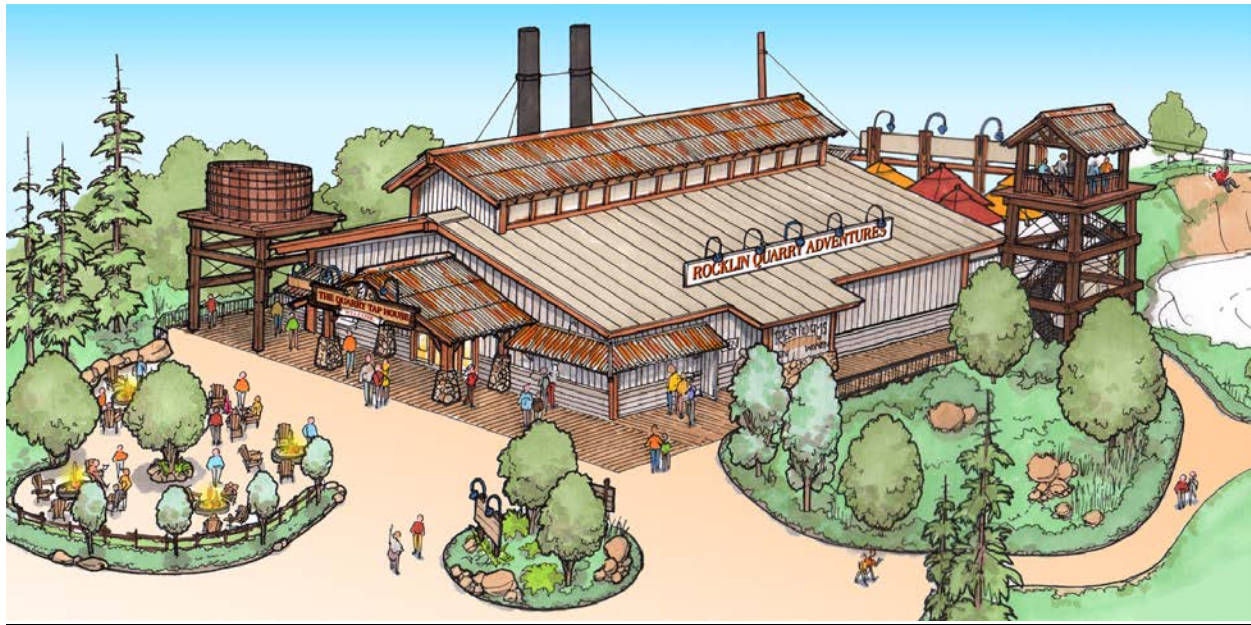


Figure 4. Revised Conceptual Design

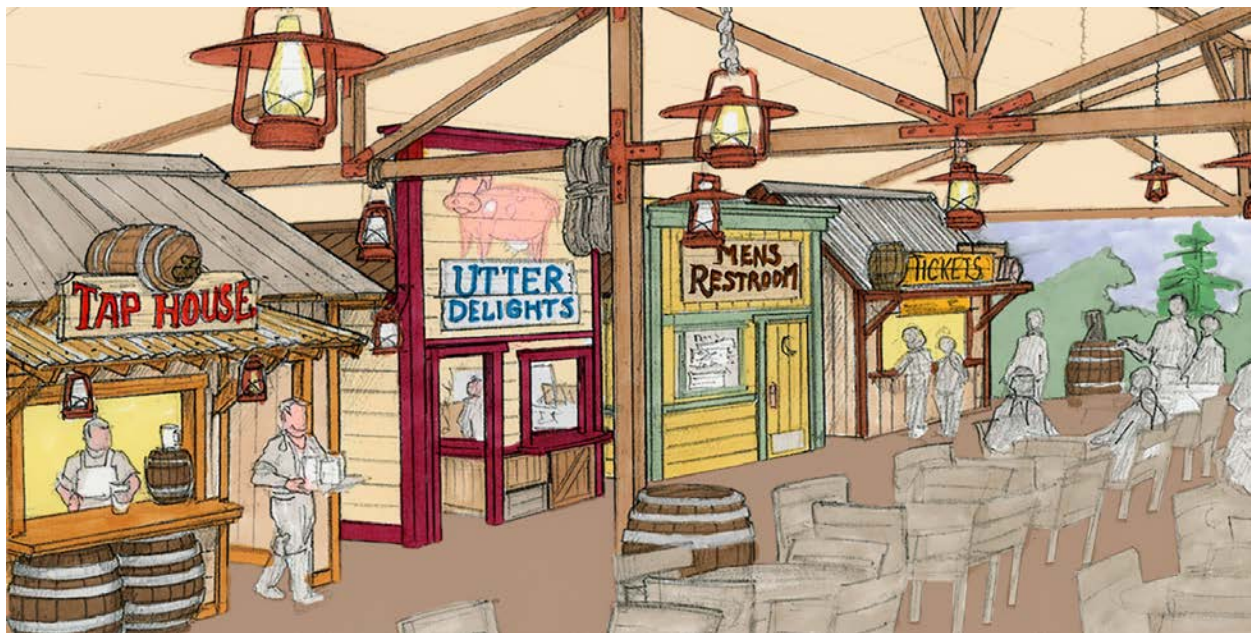
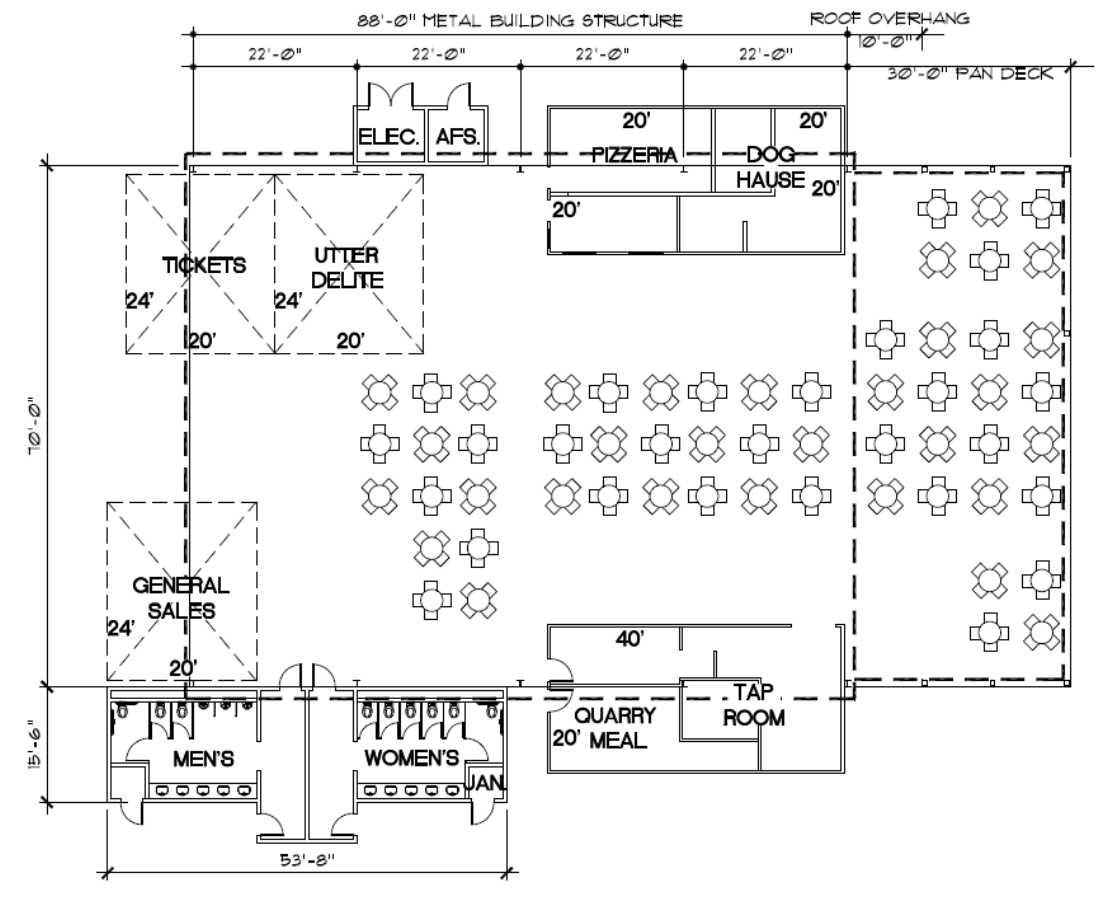


Figure 5. Revised Conceptual Layout



Design-Build Agreement

If approved, the City will be working with Bonsai to bring the adventure elements of the project to fruition. The City will later determine how it will proceed with the balance of the project after design has been completed.

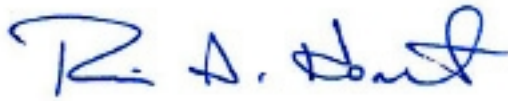
Bonsai will be working with staff to value engineer the design to reduce costs where possible. There will be three phases of project design to include; 1) design development, 2) 50% construction documents, and 3) 100% construction documents leading to the submission of a Guaranteed Maximum Price (GMP) which City Council will review and either approve, modify or reject. Some degree of construction may proceed prior to approval of the GMP (ie. grading, tree removal, underground utilities, etc.). Bonsai will have a total of 210 calendar days to complete their work (substantial completion) from the date of commencement and will be subject to liquidated damages if they are not able to comply. Therefore their portion of the project is expected to be completed by February 28, 2018 or sooner.

Bonsai is also required to submit to the City required insurance documentation, a payment bond, and a performance bond equal to 100% of the construction cost. The City retains the right to terminate the agreement without cause if necessary assuming Bonsai is compensated for work completed to date. The City would retain the right to the construction drawings so that it could complete the construction through other means. The City has also retained the right to direct purchase certain items which may result in a cost and time savings. Bonsai has agreed to indemnify the City in the event of litigation.

Fiscal Impact

The work associated with this agreement is not expected to exceed \$2,583,624. The final design will come back to City Council which will review and either approve, modify or reject. Adequate funds have already been included within the current budget to cover this portion and presumably the remaining portions of the project.

Project costs are anticipated to be paid back to the City by virtue of the terms of revenue sharing under the master agreement.



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

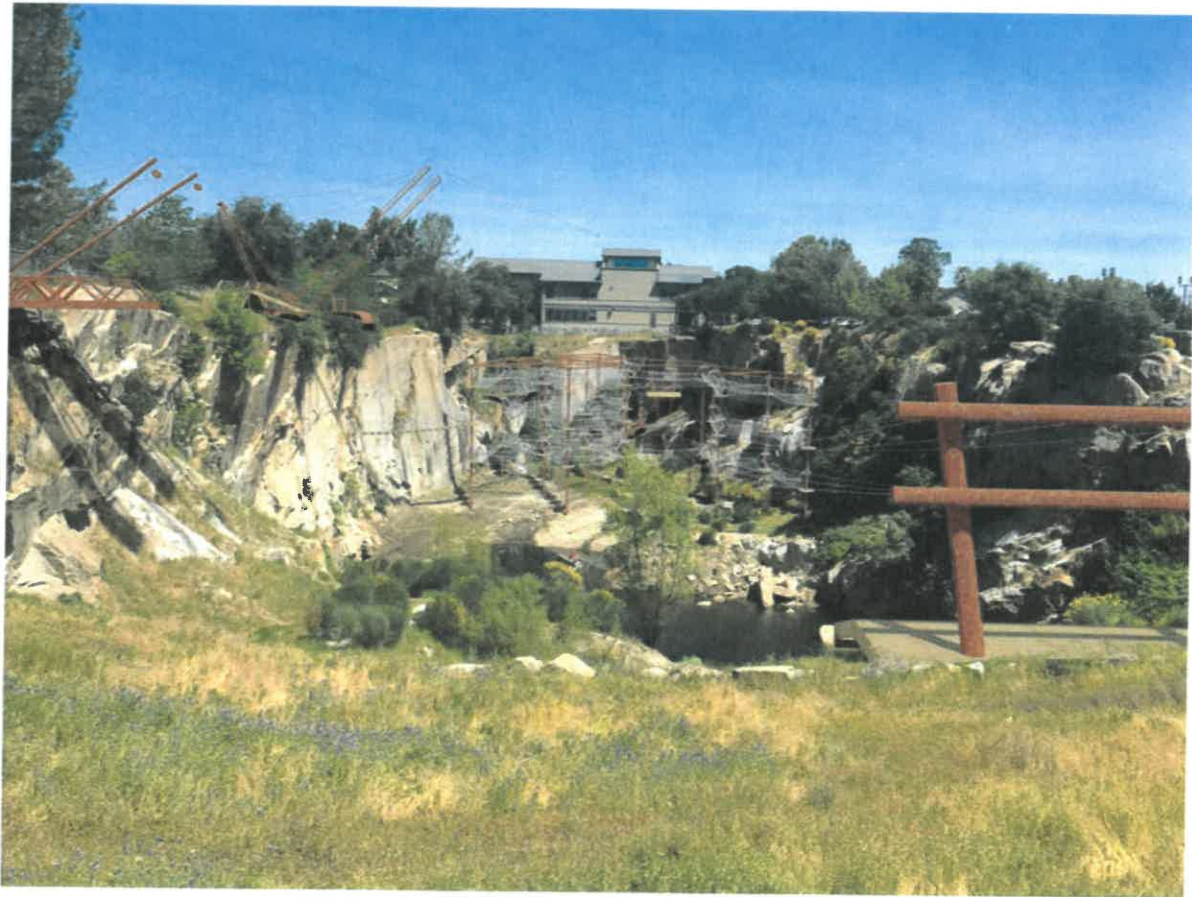
Prepared by Marc Mondell, Director

Bonsai Design / Rocklin Quarry Park / RFP

Bonsai Design wishes to provide the city of Rocklin and its contracted Operators, Legacy Family Adventures, with the most unique site and period-correct adventure installation possible. The following narrative describes, in order, our approach to handling site amenity design, installation and maintenance; as well as specific adventure element details and considerations.

Site – General Contractor Requirements/Considerations:

- **Landscape Design/Installation:** Bonsai Design will consult the landscape entity for the clearances, emergency egress requirements, and operational flow advancements and efficiencies. Bonsai Design will not have responsibility for queuing zones, path layout improvements, and general treatment considerations.
- **Adventure Systems:** Specific design attention is geared toward full adventure systems integration. Our proposal assumes the desire to minimize guide employee deployment requirements, ease of operations, and likelihood of participants wanting to be upsold to multiple opportunities once they arrive on site.



Proposed Design Approach:

For all adventure elements and systems, a specific effort to emulate a working mine site has guided Bonsai's design approach. Our team's previous experience with high end resort adventure theming will provide a first-class basis for the overall aesthetic and operations.

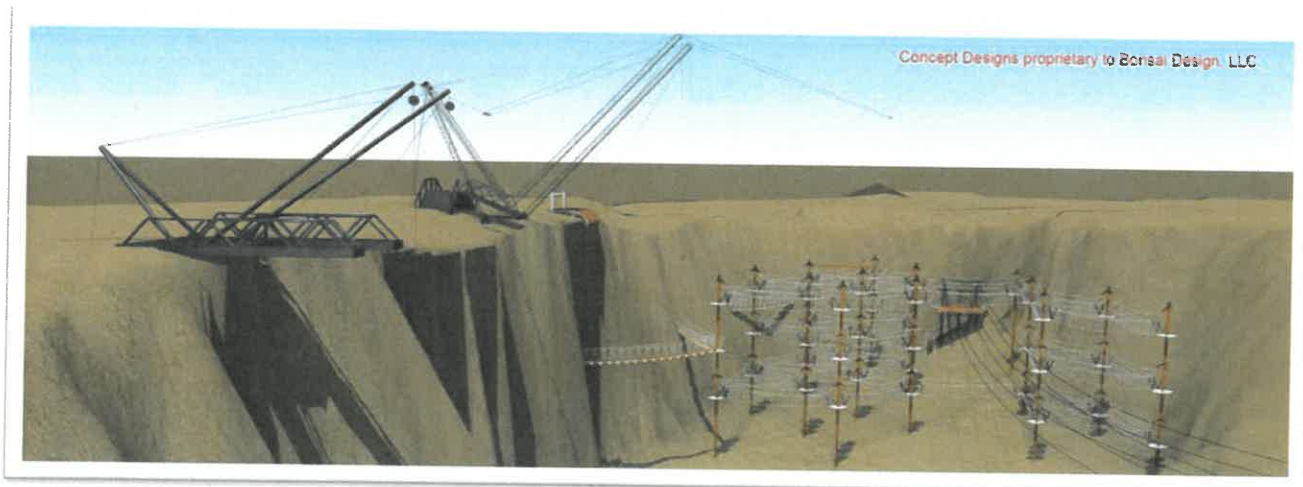
Structural design element considerations include:

- All adventure elements in and around the quarry are stylized to emulate old gantry and crane equipment. Stations such as the big swing, the zip line, the rappel and the challenge course employ truss towers and girders, like those found on actual mine sites. Participants will feel like they're climbing around and adventuring in an actual mine.
- Accelerated rust treatments - Corten steel, sealed and cured after treatment to maintain desired look and feel of original quarry equipment put to new use.



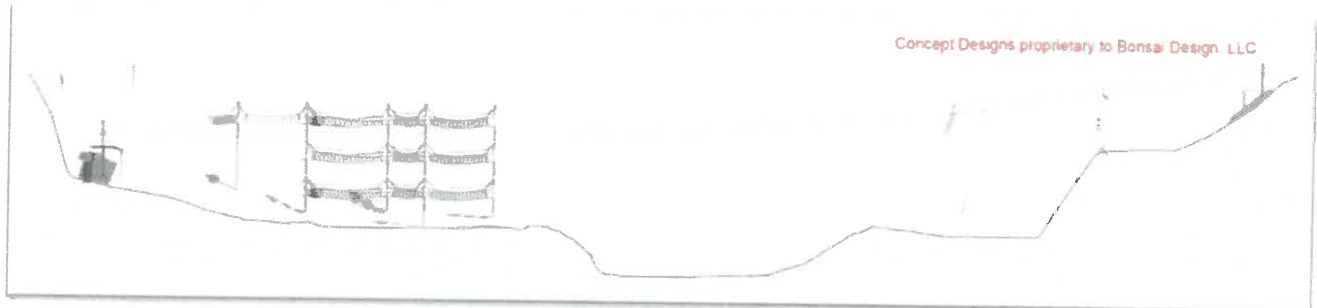
Weathered Corten steel installed by Bonsai Design at The Broadmoor.

- Cable systems – all cableways will be designed to maximize flow and throughput.

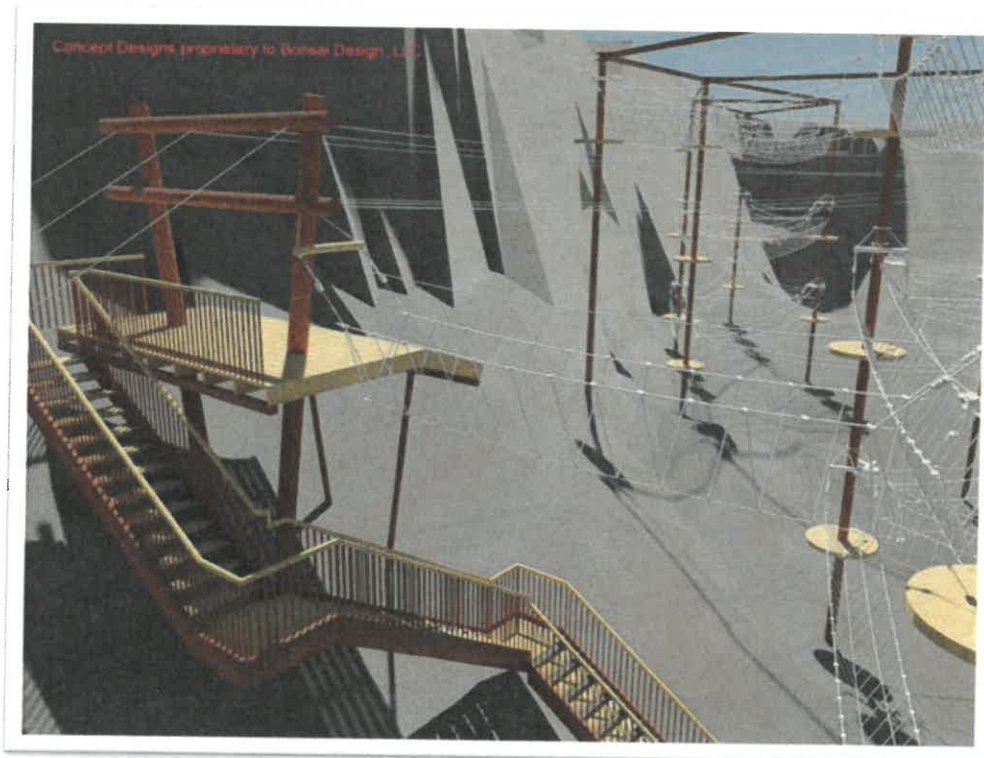
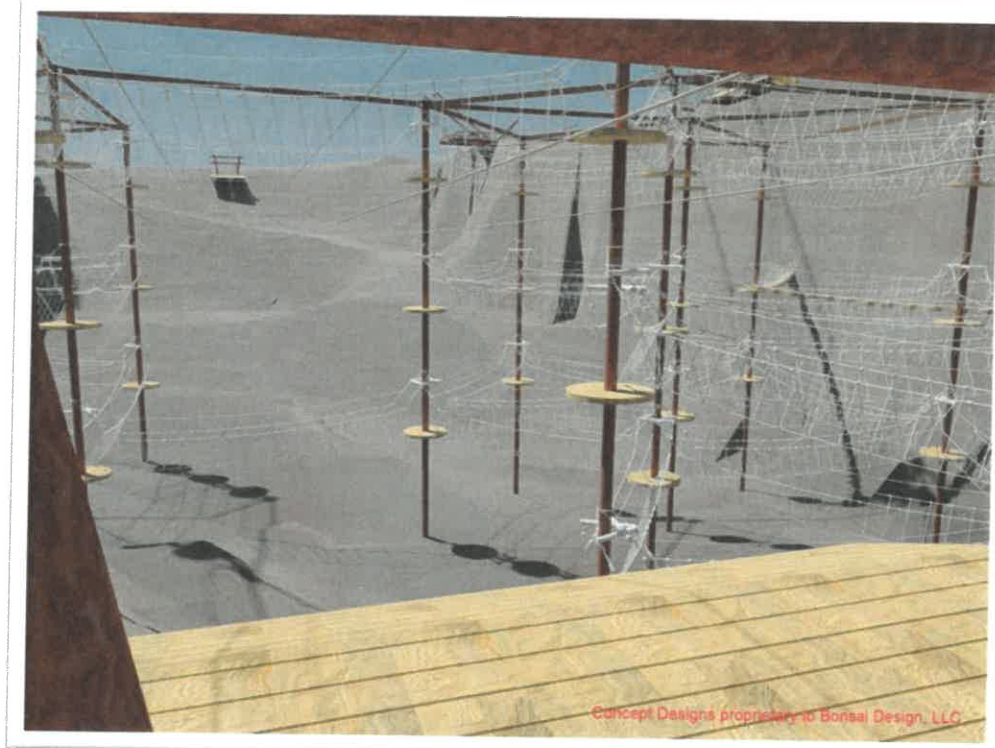


Bonsai Design / Rocklin Quarry Park / RFP

Zip Lines: The zip systems currently envision three side-by-side zips. The launch tower could be stylized to emulate a large and rotting wood cable tram system such as might be found on a cliffside mine. The system would use passive braking systems, and each line would have an emergency back-up brake (designed by Bonsai Design specifically for the State of California, and also the first model to be approved in this application state wide two years ago). The zips would end at a landing station designed to look like a quarry staging deck, and, depending on the level of tickets purchased, participants would have the opportunity to either enter the challenge course systems or descend via stairs to the return path.



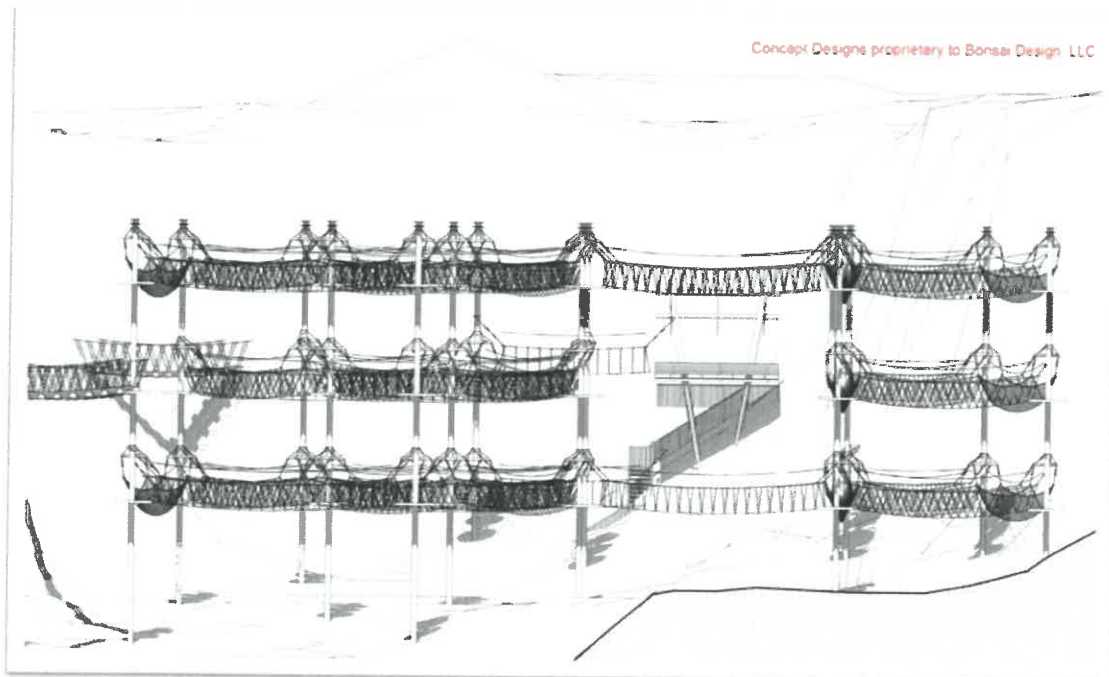
Bonsai Design / Rocklin Quarry Park / RFP



Aerial Adventure Challenge: This amenity is designed to include three levels of play, both in level of skill/exertion, as well as number of levels off the ground. By providing a system which traverses almost the entire basin of the quarry, we are able to offer easy, medium and difficult routes throughout the interior. These routes are labeled to assist participants in self-selecting routes which appeal to their level of interest and aptitude. This course location also allows for the zip lines to *traverse/fly directly through the challenge system*. We believe this will be an amazing talking point for participants and will offer a unique passive marketing opportunity for the site's popularity.

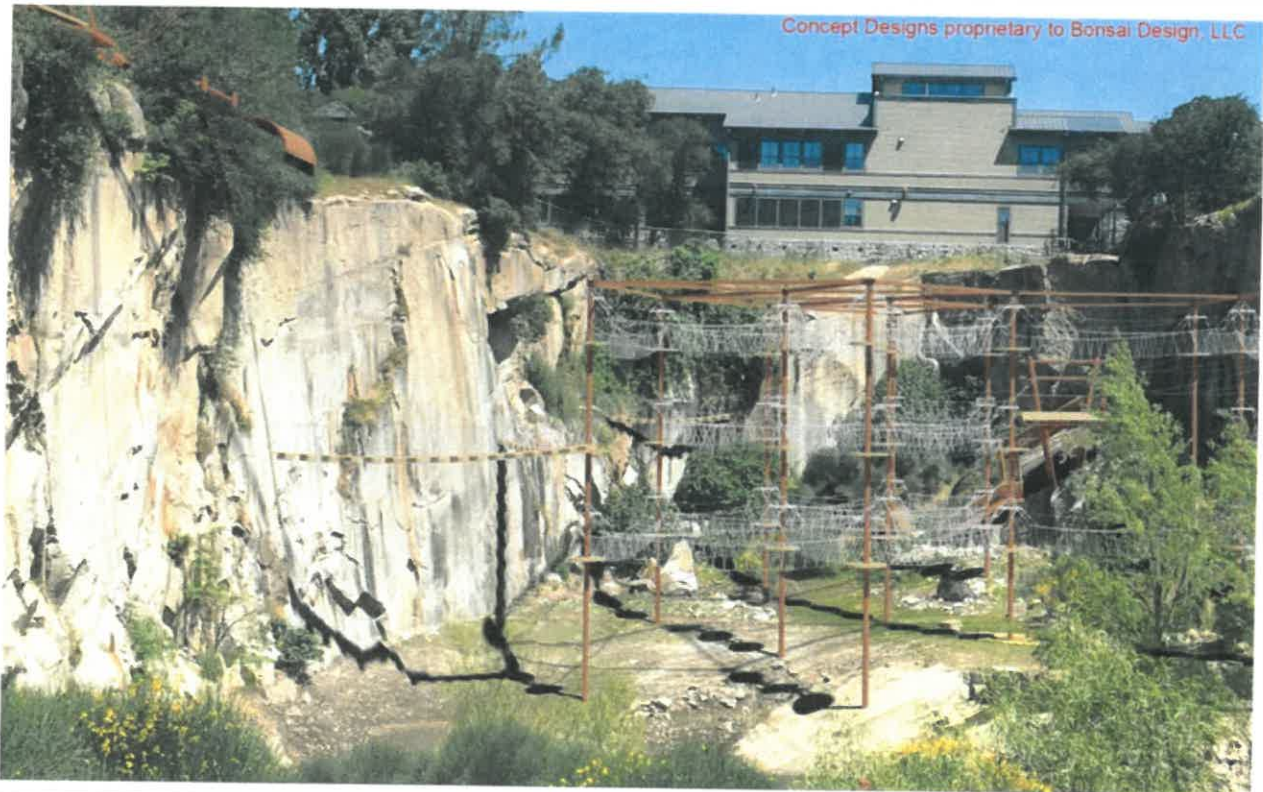


Bonsai Design / Rocklin Quarry Park / RFP

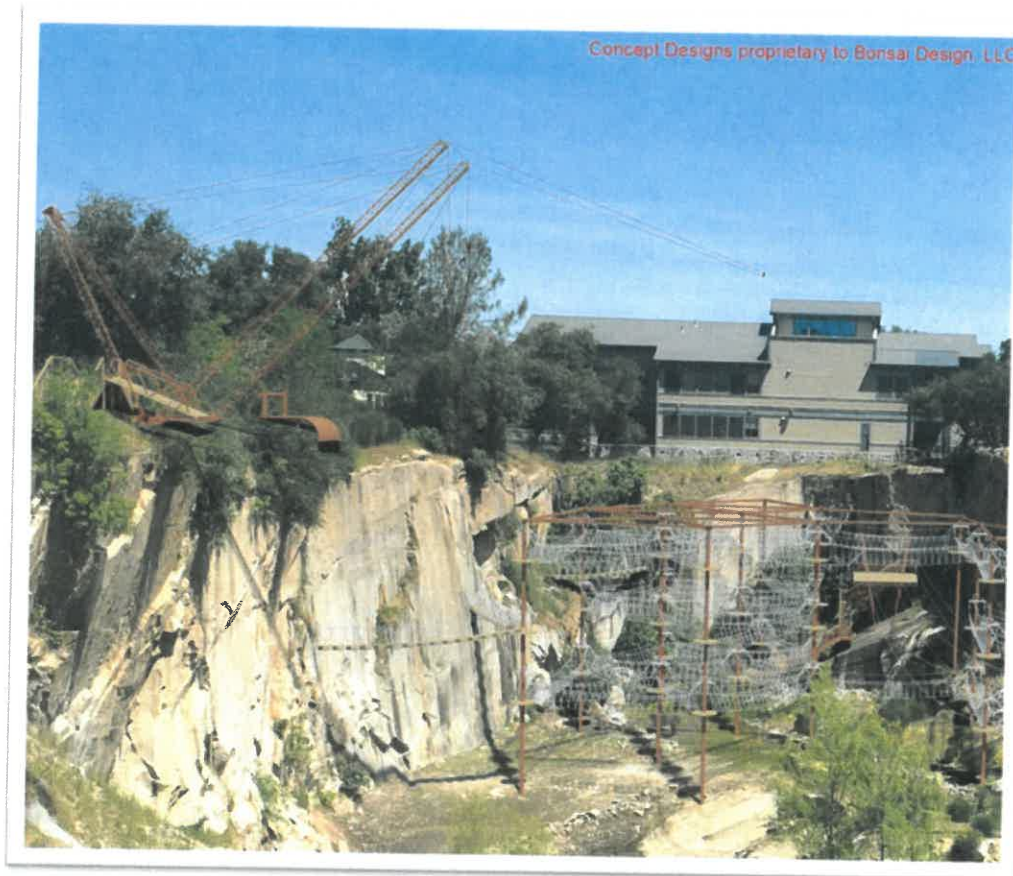


Bonsai Design / Rocklin Quarry Park / RFP

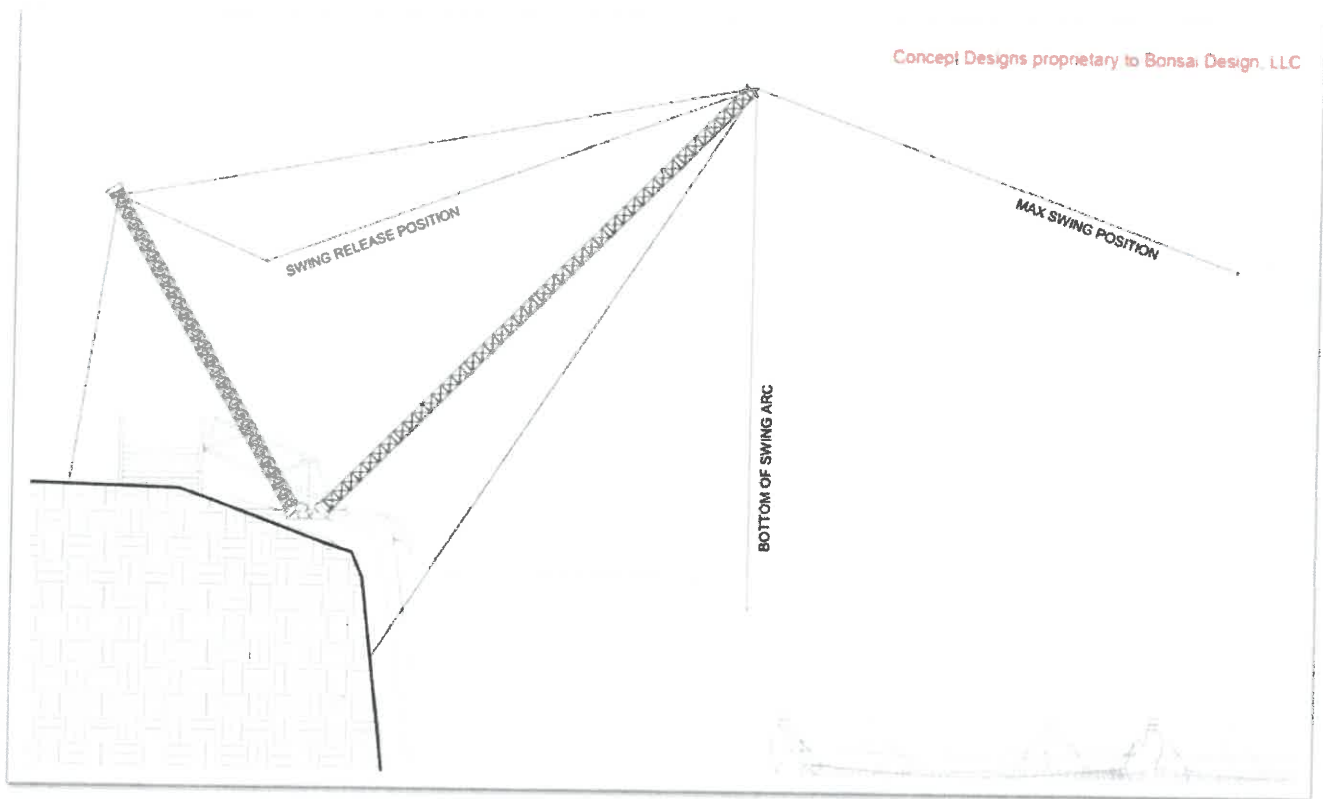
Via Ferrata: Bonsai Design's via ferrata plan is to enter from the west face of the high wall via the quarry basin entrance path. Our system is unique in that we decided to include several bridges to both access a point on the challenge system (passive overlap creating heightened interest in cross-sales for both), but also to allow a traverse past foliage without having to remove beautiful sections of greenery. Our system contemplates a total traverse of the entire basin, with an exit just before the waterfall. This system offers unique views of all elements, including from under the giant swing, the climbing and rappel wall, and the zip landing.



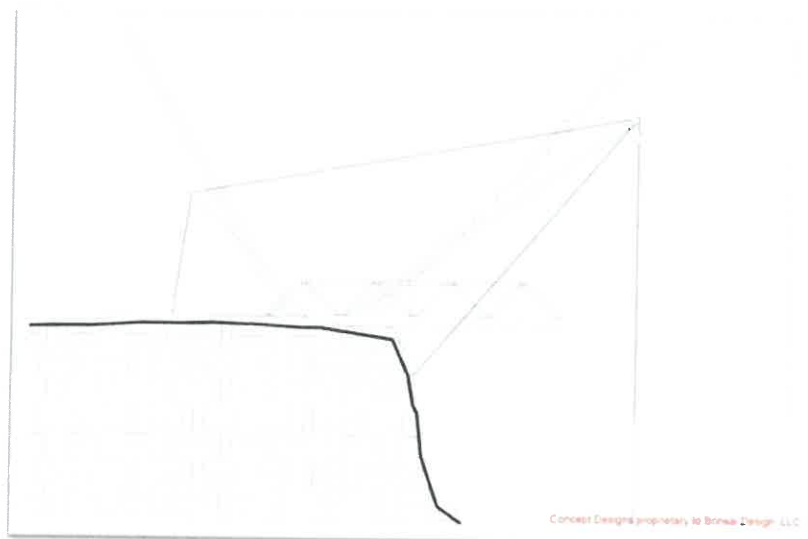
Giant Swing: Our team decided to move this item to the rim of the quarry for several reasons. Our calculations showed that the system would be cramped when considering path clearance, zip corridor intrusion for guy systems, and most importantly – overall *wow* and *pop* being subdued at its currently proposed spot. From the rim, we will be able to give participants a thrilling swing over the cavity of the quarry, and swing them out along over a 60' arc. Our system includes up to three participants per swing, thereby heightening throughput significantly. Again, the giant swing will emulate an old abandoned derrick system on the rim of the quarry, making the scene that much more compelling and authentic.



Bonsai Design / Rocklin Quarry Park / RFP



Jump Decks: The jump decks are designed to look like abandoned crane systems, and provide two locations for jumping at the same time. The systems are designed to extend beyond the canted cliff-face, allowing sufficient participant clearance envelope throughout their decent. The access decks utilize an integrated handrail system to lower building costs, while distributing some of the cantilevered live loads up and through a simple truss system. In order to keep costs down; the system currently employs Headrush products such as the QuickJump systems. Per operator requests, and City cost approval, Powerfans could be substituted as requested during the final design.



Bonsai Design / Rocklin Quarry Park / RFP



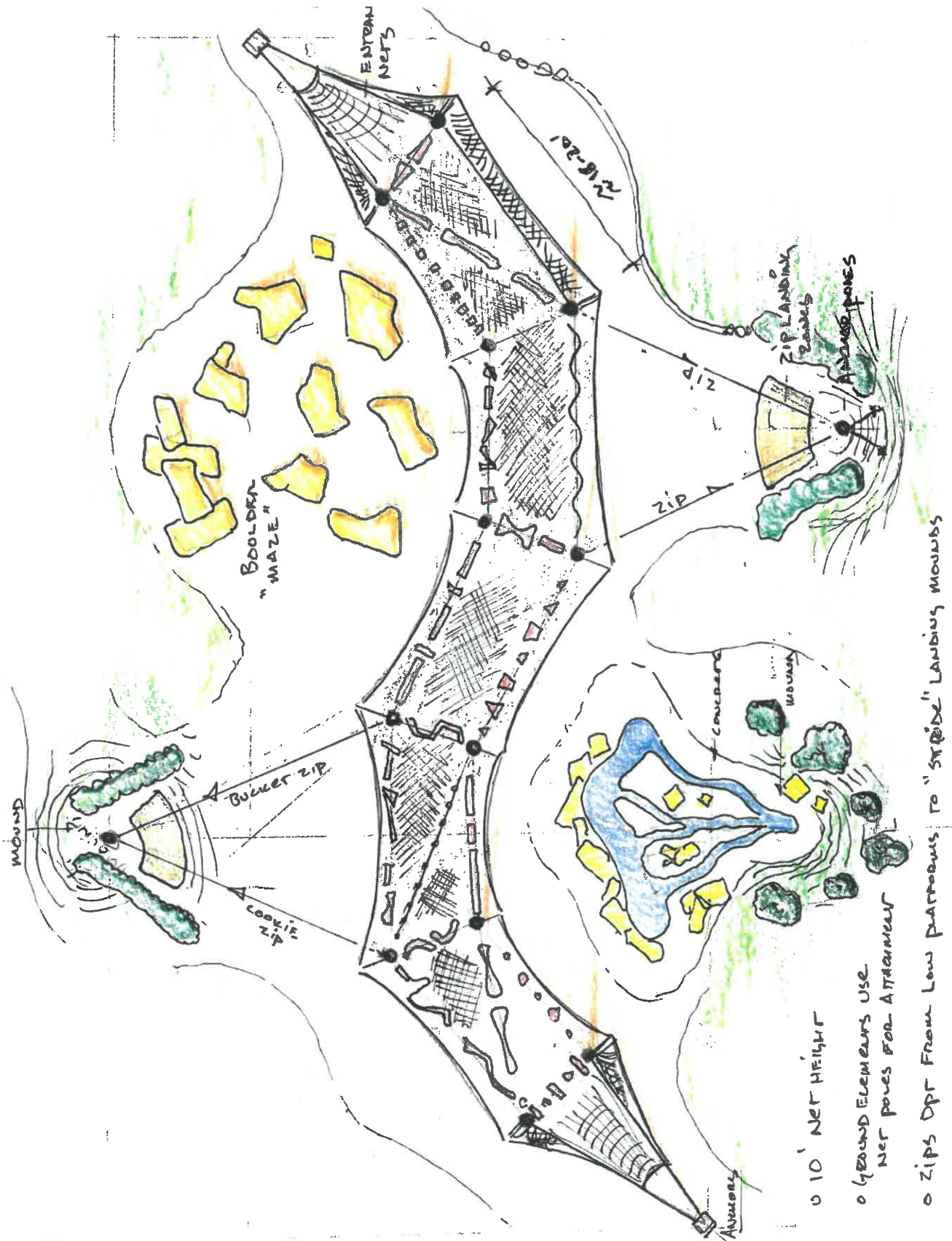
Rappel and Climbing Stations: Bonsai Design's rappel system is designed specifically to accommodate first time and novice users. In order to mitigate the frightening transition from vertical standing position on the staging deck, to 'horizontal standing' on the wall; we have included our 'barrel deck'. This deck offers the most gradual transition available in the industry, allowing participants, who would normally let this opportunity pass them by, to feel more comfortable giving it a try. Guides would be trained to assist and provide helpful encouragement throughout the process. Additionally, some traditional climbing walls with glue on natural features would be included on both sides of the rappel wall, thereby creating a more dynamic vertical environment for everyone involved.



Kids Challenge Area: The Kids Zone Aerial System Schematic Design (see following illustration) includes the following attributes:

- Raised area of poles with fall protection provided by stretched netting (no harness required for entry or use)
- Approximately 5 bays of net zone, with one entry/exit pitched section at each end
- Each zone is approximately 18-20' in length at its longest point
- Aerial zones are approximately 12' off the ground
- Approximately 16 – 18 elements or 'activity problems' at height
- Catch net entrance/exit can be considered two additional elements requiring navigation
- Designed to accommodate one person per platform and one person per element at height (with 10% overage capacity)
- 4 harnessless zip lines included in the system – attached at low settings on poles, traversing just above ground level and terminating at anchor poles at 'stride landing' mounds
- Zip lines shall not be pitched to required brake systems, and shall be of a rope/seat-pad configuration
- Primary design shall include passive age filter / self-selection to appropriate zones. Elements at one end of the structure shall be sized with heights set to accommodate age group ape index of 4-6 year olds. At the opposite end, elements shall be set at height/difficulty attractive to 5 – 10 year olds.
- Boulder zone shall include soft surface fall attenuation ground treatment such as tree bark, pea gravel or similar. Boulder zone shall include approximately 10 – 12 climbing boulders, some possibly in stacked formations.
- No other ground treatments or other landscaping are considered/included in Bonsai's scope for the kids challenge area (including water feature elements)





RESOLUTION NO. 2017-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO ENTER INTO A DESIGN-BUILD
AGREEMENT WITH BONSAI DESIGN, LLC FOR THE ROCKLIN ADVENTURES AT QUARRY PARK
PROJECT (ADVENTURE ELEMENTS ONLY)

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

WHEREAS, several firms submitted statement of qualifications and proposals to design and construct the Rocklin Adventures at Quarry Park project; and

WHEREAS, on June 12, 2017, the City issued a Request for Proposals resulting in Bonsai Design, LLC submitting the highest ranked proposal examined and found to be in compliance with all applicable specifications; and

WHEREAS, the highest ranked proposal was determined to be \$2,583,624.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council awards the adventure elements only portion of the project to Bonsai Design, LLC.

Section 2. The City Manager is hereby authorized to execute the Design-Build Agreement attached hereto as Exhibit A and incorporated herein by this reference, for the Rocklin Adventures at Quarry Park project.

Section 3. The City Council hereby establishes the City Manager's Change Order Authority in the amount of 15%.

PASSED AND ADOPTED this 25th day of July, 2017 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT ("Agreement") is made effective this 25th day of July 2017, by and between the CITY OF ROCKLIN ("City"), and Bonsai Design, LLC (License #934733) 201 South Avenue, Grand Junction, CO 81501 ("Design-Builder"), for design, management and construction of an Adventure Park in the City's Quarry Park ("Project") exclusive to the quarry pit adventure elements and kids zone adventure elements, all other aspects of the project to be performed by others.

The parties hereto mutually agree to the terms and condition set forth herein.

ARTICLE 1 – GENERAL PROVISIONS AND SCOPE OF WORK.

1.1 The City and Design-Builder agree to proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in the Contract Documents.

ARTICLE 2 – CONTRACT DOCUMENTS; INTERPRETATION AND INTENT

2.1 The Contract Documents shall include permits as may be required by law; the Request for Design-Build Proposals; Design-Builder's Proposal; this Agreement (including all exhibits and attachments); the Proposal Bond; the Performance Bond; the Payment Bond; the City's Performance Criteria; the General Conditions; Construction Documents prepared by Design-Builder and approved by the City in accordance with this Agreement, including, without limitation, the Drawings and Specifications; any project-specific specifications or documents; all duly issued Addenda; Interpretations; Field Instructions; Written Directives; Supplemental Drawings; Design-Builder's Guarantee and Bond; the Project Schedule; the Construction Schedule; Storm Water Pollution Prevention Plan; and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders.

2.2 The Contract Documents contain the entire and integrated agreement between the City and Design-Builder and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only in writing by Change Order or Construction Change Directive.

2.3 Design-Builder and the City, prior to execution of the Agreement, shall carefully review all the existing Contract Documents, including the various documents comprising the City's Performance Criteria, for any conflicts or ambiguities. Design-

Builder and the City will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

2.4 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Sum. 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. No extra compensation will be allowed by anything omitted but fairly implied in the Contract Documents. The Contract Documents are complementary and explanatory of each other, and what is called for by any one shall be as binding as if called for by all. The table of contents, titles and headings contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

2.5 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 standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Request for Design-Build Proposals, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

2.6 In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on Design-Builder shall prevail. Design-Builder shall provide the better quality or greater quantity of Work and/or materials unless directed otherwise by the City in writing. If none of the Contract Documents places a more stringent requirement or greater burden on Design-Builder, the following order of precedence will govern:

- 2.6.1 Permits from the City or other agencies as may be required by law.
- 2.6.2 Written modifications, amendments, minor changes and Change Orders to the Contract
- 2.6.3 This Agreement
- 2.6.4 The City's Design or Performance Criteria (defined to include the Concept Drawings for the Project, City Improvement Standards, and City Standard Drawings)
- 2.6.5 The General Conditions
- 2.6.6 Construction Documents prepared by Design-Builder and approved by the City in accordance with this Agreement.

ARTICLE 3 – DESIGN-BUILDER’S REPRESENTATIONS, SERVICES AND RESPONSIBILITIES

3.1 General

3.1.1 Design-Builder accepts the relationship of trust and confidence established between the City and Design-Builder by this Agreement.

3.1.2 By executing the Agreement, Design-Builder represents and warrants that: (i) it has been provided with sufficiently detailed information to enable Design-Builder to determine the cost of the Work if the Request for Design-Build Proposals seeks a lump sum cost proposal and to perform within the Contract Time; (ii) it has visited the Project Site, familiarized itself with the local conditions under which the Work is to be performed including, without limitation, the conditions contained in any test results and/or reports provided to or obtained by Design-Builder, and the conditions reflected on any Site surveys provided to or obtained by Design-Builder, however the parties acknowledge that a zone specific geotechnical report for the site has not yet been conducted (See Section 3.5.4.2); (iii) it is fully experienced, qualified and competent to perform the services set forth in the Contract Documents; (iv) it is properly equipped, organized and financed to perform the Work; (v) it is properly permitted and licensed by the State of California and all other applicable governmental entities to perform the Work required by the Contract and that it will retain only properly licensed Design Consultants and Subcontractors to perform the Work of the Contract; (vi) it has familiarized itself with all conditions bearing upon transportation, disposal, handling, and storage of materials; (vii) it has familiarized itself with the availability of labor, water, electric power, and roads; (viii) it has familiarized itself with uncertainties of weather or similar observable physical conditions at the Project Site; and (ix) it is satisfied as to the character, quality, quantity and scope of work to be performed and materials and equipment to be furnished. In addition, and without limiting the foregoing warranties, Design-Builder represents and warrants to City that prior to executing the Agreement:

3.1.2.1 As of the Effective Date of the Agreement, Design-Builder has no knowledge of any conflicts, errors, or discrepancies in the Contract Documents other than those which Design-Builder has notified City of in writing prior to executing the Agreement;

3.1.2.2 Design-Builder is experienced and competent in the interpretation and use of Specifications and Drawings, and in the use of materials, equipment and construction techniques as are required to successfully complete the Project. Design-Builder shall, at its own expense, employ any and all experts necessary to

successfully complete the construction Work required by the Contract Documents; and

3.1.2.3 Except as expressly set forth herein, the City assumes no responsibility for any conclusions or interpretations made by Design-Builder based on the information made available by the City.

3.1.3 Subcontractors and Subconsultants

3.1.3.1 Design-Builder shall be responsible to the City for the acts and omissions of its employees, Design Consultants, subconsultants, Subcontractors and their agents and employees, and other persons performing any of the work under this Agreement. The City does not assume any liability, duty or obligation to Design-Builder's Design Consultants, subconsultants, Subcontractors, or their agents and employees by execution of this Agreement or performance of the Agreement, and nothing in the Contract Documents shall create any contractual relation between the City and any Design Consultants, subconsultants, Subcontractors, their agents and employees, or any other person or entity employed or retained by or under Design-Builder.

3.1.3.2 The Request for Design-Build Proposals sets forth the requirements for listing of subconsultants and Subcontractors in the Proposal and for selection of Subcontractors not listed in the Proposal. Design-Builder shall furnish to City documentation verifying that all Subcontractors not listed at the time of award were subsequently awarded Subcontracts in accordance with the process stated below.

3.1.3.3 Design-Builder shall submit to the City, after selecting Subcontractors, an updated expanded list of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses, portion of work they will perform, and contractor's license numbers. The expanded list of Subcontractors shall be provided and updated no later than ten (10) days after the date which Design-Builder awards a contract for any portion of the work to a Subcontractor not originally listed in Design-Builder's Proposal.

3.1.3.4 All Subcontractors that are listed in the Proposal or subsequently awarded subcontracts in excess of one-half of one percent of the Contract Price shall only be substituted in strict accordance with the "Subletting and Subcontracting Fair Practices Act" and upon the written consent of the City. The City shall have the right of final approval as to the qualifications of a Subcontractor to perform its designated scope of work.

3.1.3.5 Any Subcontractor may be deemed not qualified to perform work on the Project if the City reasonably determines the Subcontractor fails to meet the requirements of the Contract Documents. Any increase in the cost of the work on the Project resulting from the replacement or substitution of a Subcontractor for any reason shall be borne solely by Design-Builder.

3.1.4 Design-Builder shall comply with all laws, codes, and regulations applicable to Design-Builder's services, including, without limitation those relating to safety of its employees and subconsultants, hazardous materials, and equal employment opportunities; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, deductions, overtime and contributions for Social Security and Unemployment which are required by law. Upon the City's request, Design-Builder shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled.

3.1.5 Labor Code Compliance

3.1.5.1 This Project as a "public work" as that term is defined by California Labor Code section 1720, and the Project is, therefore, subject to prevailing wages under California Labor Code section 1771.

3.1.5.2 Design-Builder and its Design Consultants and Subcontractors shall fully comply with all provisions of the California Labor Code concerning the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprenticeship requirements, maintenance of payroll records, posting of wages at job site, and prohibitions against discrimination.

3.1.5.3 Design-Builder shall be registered pursuant to Labor Code section 1725.5 prior to executing this Agreement and shall maintain current registration throughout the term of this Agreement. Similarly, all subcontractors of all tiers shall be registered pursuant to Labor Code section 1725.5 prior to executing any contract or engaging in any work, whichever is earlier, and shall maintain current registration throughout the term of this Agreement.

3.1.6 Not used.

3.1.7 Not used.

3.1.8 Design-Builder's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with the City and shall be vested with the authority to act on behalf of

Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of the City and Design-Builder.

3.1.9 Design-Builder shall provide the City with a monthly status report (or more frequently in the discretion of the City, but no more than weekly) detailing the progress of the Work, including (i) the current schedule of performance, (ii) any discrepancies, conflicts, or ambiguities in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Sum and within the Contract Time.

3.1.10 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 3.1.11 hereof, a proposed schedule for the commencement and completion of the Work for the City's review and response. The proposed schedule shall include: (i) the dates for completion of all design phases required herein, including agency approvals, submittals, and procurement; (ii) the start and completion of the various stages of Work, including critical path items, and Project close-out; and (iii) a stated number of days for a weather allowance; and (iv) the dates when City information and approvals are required to enable Design-Builder to complete the Work within the Contract Time. The dates indicated for City review and response shall not be less than the time allowed for City review of submissions under the General Conditions. When approved by the City, the proposed schedule shall become the Project Schedule. The Construction Schedule shall be developed as set forth in Article 13 of the General Conditions, and the accepted Construction Schedule shall be incorporated into and made a part of the Project Schedule. Design-Builder shall update and revise the Project Schedule in accordance with the General Conditions. The City's review of, and response to, the proposed and Project Schedule shall not relieve Design-Builder of its complete and exclusive control over means, methods, sequences and techniques for executing the Work.

3.1.11 The parties will meet within fourteen (14) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

3.2 Design Professional Services.

3.2.1 Standard of Care

3.2.1.1 Design-Builder represents that it is familiar with the statutes, regulations, and design requirements applicable to public works projects of the type of the Project in the locality of the Project;

that all of its work will conform to current professional practices and standards regarding such requirements; and that Design-Builder will exercise due professional care and will cooperate with the City and any consultant also employed by the City in connection with the Project. Design-Builder agrees to perform its work with the skill and judgment of a prudent public works designer practicing in the State of California in the locale of the Project and in an expeditious and economical manner consistent with the interests of the City.

3.2.1.2 Review, approval or acceptance of any of Design-Builder's work under this Agreement shall not relieve Design-Builder from responsibility for failure to meet the standard of care as defined herein in its work or the work of its any of its Design Consultants or subconsultants.

3.2.2 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required Drawings, Specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents.

3.3 Suitability of the City's Performance Criteria

3.3.1 Except as provided in Section 3.3.2, Design-Builder acknowledges that the City's Performance Criteria are conceptual in nature and that Design-Builder is responsible for correcting any errors, omissions or defects in the City's Performance Criteria, which can reasonably be corrected through the design and/or construction process, subject to Change Orders only for scope changes, and that it has satisfied itself regarding the adequacy and accuracy of design information contained in the City's Performance Criteria and agrees to assume all risk and sole responsibility for all conditions in or among the various parts of the City's Performance Criteria that (i) constitute errors, omissions, conflicts, ambiguities, or violation of applicable laws, or (ii) are unsuitable for construction.

3.3.2 If the City's Performance Criteria contain specific design specifications, then Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in the Performance Criteria, including any performance specifications.

3.4 Royalties, Patents and Copyrights

3.4.1 Design-Builder shall secure in writing from all patentees, copyright holders, and assignees of all Project-related documents, all copyrights, assignments, and licenses related to such expression (e.g., designs, drawings,

Contract Documents, Specifications, documents in computer form, etc.) as necessary to allow the City the full, unlimited, and unencumbered use of that expression for the execution, operation, maintenance, modernization or expansion of the Project. Design-Builder shall immediately convey all such copyrights, assignments, and licenses to the City without reservation except that which is expressly allowed in Article 5. In the case of products, materials, systems, etc., protected by patent, Design-Builder and its Design Consultants shall not specify or cause to be specified any infringing use of a patent. Design-Builder shall pay all royalties and license fees. Design-Builder shall defend, indemnify and hold the City harmless from all suits or claims arising out of such selection.

3.4.2 Design-Builder shall indemnify, defend, and hold the City harmless against any claim, suit, or action, or any alleged violation or infringement of patent rights, copyrights, or other intellectual property rights which may be made against the City by reason of the use in connection with or as a part of the Project anything which is now or may hereafter be covered by patent, copyright, trademark, or other intellectual property rights, and also against all expenses, including attorneys' fees and expert witness' fees, which the City may incur in defending or adjusting any such claim, suit, or action.

3.4.3 Should Design-Builder become aware of or receive notice of potential infringement of any intellectual property right related to the Project, regardless of the source of that awareness or notice, in addition to its indemnity obligation, Design-Builder shall (a) immediately cease the copying and any other activity which is the potential source of infringement; (b) immediately submit to the City copies of all documents relating to that awareness, the notice, or the object thereof; (c) investigate the potential infringement within seven (7) Calendar Days of becoming aware of the potential infringement; and (d) issue to the City a complete written response and analysis of the potential infringement and the course of action recommended the Design-Builder and supplemental information or reports as requested by the City.

3.5 Design Development Services

3.5.1 Budgets

3.5.1.1 By execution of this Agreement, the City is not obligated to expend in excess of \$2,583,624 for design and construction of the Project. The parties may mutually agree to a different amount, in a Change Order or written amendment to this Agreement, after completion of the design and other cost variables are determined.

3.5.1.2 As part of developing the Guaranteed Maximum Price in under Article 7, Design-Builder shall prepare estimates of Project Construction Costs at the following phases:

- (a) Design-Builder shall perform a conceptual estimate of the Project Construction Phase based upon the Conceptual Drawings prepared by City and submit it to the City for review.
- (b) Design-Builder shall perform a design development estimate of the Project Construction Cost and submit it to the City for review.
- (c) Design-Builder shall perform a 50% Construction Document estimate of the Project Construction Cost and submit it to the City for review.
- (d) Design-Builder shall perform a 100% Construction Document estimate of the Project Construction Cost and submit it to the City for review.

3.5.2 General

3.5.2.1 Design-Builder shall provide full design and engineering services (including, without limitation, geotechnical and survey services) necessary to complete the design and assisting the City to secure approval of all agencies for the Project.

3.5.2.2 Design services generally required under this Agreement are evaluation of the Site and of the design criteria documents and other Project-related information; preparation of a preliminary schedule and preliminary estimate; coordinating and obtaining all planning permits; preparing design development documents, including supporting the City's design review process, attending design review meetings and resolving review comments to the satisfaction of the City; preparing construction documents; securing design approval of agencies with jurisdiction; and performing work necessary to prepare and submit an acceptable Guaranteed Maximum Price ("GMP") proposal.

3.5.3 Conceptual Design Phase: The City has prepared a conceptual design to the approximately 30% design level. This conceptual design generally depicts the Adventure Park attractions, locations, buildings/structural placement and building elevations.

3.5.4 Design Development Document Phase

3.5.4.1 Design-Builder shall prepare design development documents based on the approved conceptual design documents. The design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, form, size and appearance of the Project by means of

plans, sections, elevations, typical construction details, and equipment layouts. The design development documents shall include specifications that identify major materials and systems and establish in general their quality levels.

3.5.4.2 Design-Builder shall perform, or cause to be performed, all necessary geotechnical investigations and engineering, perform all necessary surveys, investigate and take measurements of observable existing conditions and facilities. Where existing conditions are concealed, Design-Builder shall make reasonable recommendations to the City as to whether such conditions should be exposed and, if so, the specific extent of such exposure. The City may, but need not, follow Design-Builder's recommendations. If the City exposes concealed conditions, Design-Builder shall proceed with investigating and taking measurements.

3.5.4.3 Design-Builder shall advise and assist the City in applying for and obtaining required approvals from all applicable governmental agencies having jurisdiction in a timely manner so as not to delay the Project.

3.5.4.4 The City shall approve the design development documents in writing prior to Design-Builder beginning the Construction Documents phase. Design-Builder may be required to present design development documents to City's representatives prior to approval. Design-Builder is not responsible for the timeliness of any governmental approval processes, but shall submit applications in a timely manner.

3.5.5 Construction Document Phase

3.5.5.1 Design-Builder shall prepare, based on the approved design development documents, the Contract documents, any other information provided by the City or made available to Design-Builder, site surveys and observations, Drawings and Specifications setting forth in detail and prescribing the work to be done for the Project, including, without limitation, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical service connected equipment for the Project. At the end of the project the Design-Builder shall provide the City CD or thumb drive of the electronic files and 3 hard copies of the Record Drawings.

3.5.5.2 Design-Builder shall advise and assist the City in applying for and obtaining required approvals from all applicable governmental agencies having jurisdiction in a timely manner so as not to delay the Project.

3.5.5.3 Three sets of the Construction Documents will be provided to the City prior to commencement of construction.

3.5.6 Constructability and Coordination Reviews

3.5.6.1 During all phases of the development of the design and Construction Documents, on at least a monthly basis or such other intervals identified in the Contract Documents, Design-Builder shall meet with the City and its separate contractors and/or consultants to coordinate the Construction Documents for the purpose of continuing construction feasibility, identifying conflicts, missing information or gaps in the planned scope of construction, ensuring compliance with City standards for construction, and to take appropriate action to ensure the full scope of intended construction is performed efficiently and economically.

3.5.7 The City's review and approval of design development documents and the Construction Documents is to mutually establish a conformed set of Contract Documents compatible with the requirements of the Work. Neither the City's review nor approval of any design submissions and Construction Documents, nor any constructability and/or coordination input from the City or its separate contractors or consultants, shall be deemed to transfer any design liability from Design-Builder to the City.

3.6 Government Approvals and Permits.

3.6.1 Except as otherwise set forth in the General Conditions, Design-Builder shall assist the City in obtaining, and the City shall pay for, all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work.

3.6.2 Design-Builder and City shall coordinate in obtaining those permits and approvals.

3.7 Construction Phase Services

3.7.1 Construction will commence only upon issuance by the City of a written authorization from the City to proceed with construction.

3.7.2 The typical construction hours are Monday – Friday, from 7:00 a.m. to 7:00 p.m., subject to modification in the City's discretion. Consent of the City to operate outside these hours is required, and the City reserves the right to deny such requests when it interferes with City activities or for the public health and safety of the surrounding neighborhood.

3.7.3 Design-Builder shall provide through itself or Subcontractors all necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, other temporary facilities, and all other services

necessary to permit Design-Builder to complete construction of the Project consistent with the Contract Documents. City agrees to provide water and electricity.

3.7.4 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

3.7.5 Design-Builder shall have a safety, dust and traffic management plan in place in compliance with OSHA regulations and applicable law.

3.7.6 Fencing of Site. The parties will determine the availability and cost of fencing in a Change Order or written amendment to this Agreement.

3.7.7 Not used.

3.7.8 If the City permits construction to commence prior to completion of all of the Construction Documents, the parties shall continue with the development and completion of further Construction documents as provided herein.

3.7.9 Compliance with the City's Improvement Standards, Standard Drawings and General Conditions for a Design Build project.

ARTICLE 4 – THE CITY'S RESPONSIBILITIES

4.1 Duty to Cooperate

4.1.1 The City shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

4.1.2 The City shall provide timely reviews and approvals of design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

4.1.3 The City shall give Design-Builder timely notice of any Work that the City finds to be defective or not in compliance with the Contract Documents.

4.2 Furnishing of Services and Information

4.2.1 Unless expressly stated to the contrary in the Contract Documents, the City shall provide, at its own cost and expense, for Design-Builder's information and use the following:

4.2.2 All inspection and testing services in conjunction with the Project;

4.2.3 Temporary access, easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

4.2.4 A legal description of the Site;

4.2.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions, in existence at the Site; and

4.2.6 The City shall coordinate water removal for the site.

4.3 The City's Separate Contractors

4.3.1 The City is responsible for all work performed on the Project or at the Site by separate contractors under the City's control. The City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

ARTICLE 5 – OWNERSHIP OF WORK PRODUCT

5.1 The City acknowledges that the documents prepared by Design-Builder, including design development documents, Construction Documents, Drawings, Specifications, sketches, structural and other engineering calculations, estimates, data, charges, models and other documents prepared by Design-Builder, in both hard copy and in electronic files, are instruments of professional service ("Instruments of Service") and the property of Design-Builder. Although the official copyright of all Instruments of Service shall remain with Design-Builder and applicable Design Consultants, the Instruments of Service shall be provided to City for use on this Project only and whether this Project is completed or not. The Instruments of Service shall be delivered to the City whenever requested, but in no event later than the earlier of (a) sixty (60) days after the City's Notice of Completion of the Project, or (b) the date of termination of the Agreement for any reason prior to final completion of the Project. Design-Builder may keep duplicate copies of the Instruments of Service, at its own expense, for its own files. City agrees not to use the Instruments of Service on other projects or on other sites without the written consent of Design-Builder.

5.2 Design-Builder grants the City a license and right to use all or part of the Instruments of Service, at the City's sole discretion and with no additional compensation to Design-Builder, for all purposes the City may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project; provided, however, that if the Instruments of Service

are altered without the involvement of Design-Builder or the Agreement is terminated for any reason prior to completion of the Project and if under such circumstances the City uses, or engages the services of and directs another design professional or Design-Builder to use, the Instruments of Services to complete the Project, the City agrees to release Design-Builder from any responsibility for the alterations or conformance of the incomplete portions of the Project to the Instruments of Service and to hold Design-Builder harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements) relative to claims arising out of matters and/or events which occur subsequent to the alteration or termination of the Contract as a result of causes other than the fault or negligence of Design-Builder, or anyone for whose acts it is responsible. In no event is the City's right to recover for latent defects or for errors or omissions of Design-Builder waived or limited.

5.3 This Agreement creates a non-exclusive and perpetual license for the City to copy, use or modify any and all Instruments of Service and any intellectual property rights therein for this Project only. Design-Builder shall require any and all of its Design Consultants, subconsultants and Subcontractors who perform design services to agree in writing that the City is granted a non-exclusive and perpetual license for Instruments of Service they prepare pursuant to the Contract.

5.4 Design-Builder represents and warrants that it has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Instruments of Service that Design-Builder prepares or causes to be prepared pursuant to the Contract.

5.5 Any unauthorized re-use of the Instruments of Service shall be at the City's sole risk and without liability to Design-Builder. The City agrees to indemnify and hold harmless Design-Builder and its Design Consultants against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Instruments of Service by the City, or pursuant to direction from the City. Submission or distribution of the Instruments of Service to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Instruments of Service.

5.6 .

ARTICLE 6 – TIME OF PERFORMANCE

6.1 Contract Time

6.1.1 Time is of the essence in the Contract Documents.

6.1.2 The Work shall commence on the date stated in the Notice to Proceed. Notwithstanding any provision to the contrary in the Contract Documents, Design-Builder shall not commence work prior to the date stated in the Notice to Proceed.

6.1.3 Design-Builder may mobilize equipment to the site in advance of the Notice to Proceed with written permission of the City, subject to the City obtaining adequate evidence of insurance prior to mobilization and any other conditions the City reasonably may require.

6.1.4 Design-Builder shall bring the entire Work to completion in the manner provided in the Contract Documents within 210 Calendar Days after construction commences on the site.

6.1.5 Any adjustments to the Contract Time shall be in accordance with the General Conditions.

6.2 Liquidated Damages

6.2.1 Failure of Design-Builder to complete the Work within the Contract Time and in the manner provided for by the Contract Documents shall subject the Design-Builder to liquidated damages.

6.2.2 Design-Builder acknowledges that the fact of the occurrence of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

6.2.3 Design-Builder acknowledges the damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of the City's separate consultants and contractors; prolonged employment of City staff on the Project; costs of administration, inspection, and supervision; and the loss suffered by the public by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

6.2.4 Accordingly, the parties hereto agree, and by execution of this Agreement, Design-Builder acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Design-Builder to complete the entire Work within the times specified.

6.2.5 Design-Builder shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$1,000 for each calendar day of delay until the date of Substantial Completion, and that both Design-Builder and its surety shall be liable for the total amount thereof. After the date of Substantial Completion, the City may withhold one hundred fifty percent (150%) of the reasonable value of any incomplete work as determined by the City's Representative, including, without limitation, any remaining contract work, punch list items, final completion and/or close-out documents. The City

shall have the right to deduct the amount of liquidated damages and/or withholdings from any money due or to become due to Design-Builder.

ARTICLE 7 – COMPENSATION

7.1 Guaranteed Maximum Price (GMP)

7.1.1 At such time as the City and Design-Builder jointly agree, the Design-Builder shall submit a GMP Proposal in a format acceptable to the City. .

7.1.2 As part of developing the GMP, the Design-Builder shall establish pricing for trade and specialty work through a public competitive sub-bid selection process, in accordance with California Public Contract Code section 22166. The Design-Builder shall establish reasonable qualification criteria and standards and award either on a best value basis or to the lowest responsible bidder, to be established in the solicitation documentation, and subject to City approval as part of approving the Guaranteed Maximum Price. The Design-Builder shall provide public notice of the availability of work to be subcontracted and provide a fixed date and time on which the subcontracted work will be awarded. The City encourages solicitation and use of Rocklin-based subcontractors for the project. The Design-Builder will provide the City with a copy of its bid advertisement and subsequent addenda if it changes the bid date. Subcontractors bidding on work shall be afforded the protections of Public Contract Code sections 4100-4114, inclusive. If the Design-Builder plans to self-perform any work, it must submit a sealed bid directly to the City a minimum of 48 hours in advance of the bid due date for the Subcontractors.

7.1.3 Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

7.1.3.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

7.1.3.2 a list of allowances and a statement of their basis;

7.1.3.3 a list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

7.1.3.4 the dates of Substantial Completion and Final Completion upon which the proposed GMP is based;

7.1.3.5 a schedule of applicable alternate prices;

7.1.3.6 a schedule of applicable unit prices;

7.1.3.7 Design-Builder's Contingency as provided in section 7.1.4;

7.1.3.8 An Owner's Contingency, to be provided by the City; and

7.1.3.9 a statement identifying all patented or copyrighted materials, methods or systems selected by Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

7.1.4 Design-Builder's contingency shall be a sum mutually agreeable to and monitored by Design-Builder and the City for use by Design-Builder discretion to cover costs which are properly reimbursable as a cost of the Work but are not the basis for a Change Order. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and Subcontractor defaults. The contingency is not available to the City for any reason, including changes in scope or any other time which would enable Design-Builder to increase the GMP under the Contract Documents. The Design-Builder shall give the City reasonable notice of any intent to draw upon the contingency funds, specifying the purpose for the use and the estimated amount. The Owner's contingency shall be for the sole and exclusive use of the City, including, without limitation, for additional or extra costs to the Project that entitle Design-Builder to a Change Order in accordance with Article 15 of the General Conditions. Design-Builder shall have no right to draw against this contingency without written approval of the City prior to its use.

7.1.5 Design-Builder shall meet with the City to review the GMP Proposal. If the City has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design-Builder, who shall make appropriate adjustments to the GMP, its basis or both.

7.1.6 The final GMP Proposal is subject to review and approval by the City. Upon acceptance by the City of the final GMP Proposal, as may be amended by the Design-Builder in accordance with section 7.1.5, the GMP and its basis shall be set forth in Amendment No. 1 and the GMP shall be the Contract Sum.

7.1.7 If the City rejects the GMP Proposal, the City shall have the right to:

7.1.7.1 Suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with section 7.1.5; or

7.1.7.2 Terminate the Agreement for convenience in accordance with Article 10.

7.1.8 In consideration of Design-Builder's performance of the Work, the City agrees to pay Design-Builder the amount of One Hundred and Seventy Thousand Dollars (\$170,000) for design services to final design approval. This compensation is to be included in the GMP, and payment for these design services shall be in accordance with the General Conditions, including Article 12 of the General Conditions.

7.1.9 Payment of the Contract Sum, subject to additions and deductions as allowed in the General Conditions, shall be made in accordance with the General Conditions. Except as otherwise provided in the Contract Documents, the Contract Sum will fully compensate Design-Builder for all labor, services, material, equipment, transportation, supervision, taxes, permits, licenses, insurance, bonds, overhead and profit for the duration of the Work.

7.1.10 City's Right to Purchase Equipment/Material. The City reserves the right to purchase equipment and materials for use in the Project. If City elects to purchase equipment or materials, it shall make this election prior to the finalization of the GMP.

7.2 Allowances

7.2.1 Any and all Allowances will be included in Amendment 1.

7.2.2 Design-Builder and the City have worked together to review the Allowances based on design information then available to determine that the Allowance values constitute reasonable estimates for the Allowance items. Design-Builder and the City will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance item in question can be performed for its assigned value.

7.2.3 No work shall be performed on any Allowance without the City first providing Design-Builder written, advanced authorization to proceed.

7.2.4 The Allowance value for an Allowance item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable item. All other costs, including, without limitation design fees, Design-Builder's overall project management and general conditions costs, overhead and profit, are deemed to be included in the original Contract Sum, and are not subject to adjustment, regardless of the actual amount of the Allowance item.

7.2.5 Whenever the actual costs for an Allowance item are more than or less than the stated Allowance value, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance item and the Allowance value.

ARTICLE 8 – PAYMENT

8.1 Progress and final Payments shall be made in accordance with the General Conditions.

8.2 The City shall reserve from each progress payment a sum equal to five percent (5%) of the amount earned.

8.3 Design-Builder may request substitution of securities in lieu of retention, in accordance with the General Conditions. A fee set by the City will be charged for such substitution.

ARTICLE 9 – CHANGES

9.1 All changes to the Work, the Contract Sum and/or the Contract Time shall be governed by the General Conditions.

ARTICLE 10 – TERMINATION

10.1 The Contract, Design-Builder's Work and/or Design-Builder's right to proceed may be terminated pursuant to Article 18 of the General Conditions.

10.2 Design-Builder shall, within ten (10) days of notice of termination, turn over to the City all Instruments of Service, whether or not completed.

10.3 In addition to any other rights it may have, the City may terminate for default the Agreement or Design-Builder's control over the Work at any time after the allotted number of Calendar Days for completion, as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination and until the Work is complete, Design-Builder shall not be entitled to receive any compensation for services rendered by it before or after such termination, and Design-Builder shall be liable to the City for liquidated damages in the amount specified in Section 6.2 above, for all time beyond such termination date.

ARTICLE 11 – BONDS AND INSURANCE

11.1 Insurance

11.1.1 Design-Builder and City shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with the General Conditions.

11.2 Performance and Payment Bonds

11.2.1 Design-Builder shall, before beginning any construction work, provide a performance bond (or other security acceptable to the City in its sole discretion) and a payment bond as set forth in the General Conditions, each for one hundred percent (100%) of the amount of the construction services.

11.2.2 All costs for the Performance and Payment Bonds and any other bonds or security required by the Contract Documents shall be included in the Contract Sum.

11.2.3 The surety companies shall be familiar with all of the provisions and conditions of the Contract Documents. It is expressly understood and agreed that the surety companies waive any notice of change, extension of time, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder or to the Contract Documents accompanying the same, or any other act or acts by the City or the City's authorized agents under the Contract Documents. Any failure to so notify the surety companies of changes shall in no way relieve the surety or sureties of their obligations under the Contract. Any alteration or alterations made in any provision of the Contract Documents shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

11.2.4 Bonds shall only be accepted from an "Admitted surety insurer", which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. Design-Builder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 12 – INDEMNITY

12.1 Defense and Indemnity for Design Services

12.1.1 To the fullest extent permitted by law, Design-Builder shall, with respect to all design services covered by or incidental to this Agreement, immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, demands, damages, costs, expenses, attorney's fees, or liability of every nature that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Design-Builder, its Design Consultants, Subcontractors, and their consultants, subcontractors, agents, and employees ("Design Services Claim"). Design-Builder assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of the City, its officers, officials, employees, agents, and volunteers. Further, Design-Builder assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of the operator of the Adventure Park, or for any liability caused by the negligent operation of the Adventure Park. Design-Builder's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of the indemnified party, or by the operator of the Adventure Park. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the indemnified party or by the operator of the

Adventure Park, then Design-Builder's indemnification obligation shall be reduced in proportion to the established comparative fault.

12.1.2 The duty to defend is a separate and distinct obligation from Design-Builder's duty to indemnify. To the fullest extent permitted by law, Design-Builder's duty to defend shall extend, without limitation, to any suit or action founded upon a Design Services Claim. Design-Builder shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to Design-Builder of the Design Services Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Design-Builder are responsible for the Design Services Claim does not relieve Design-Builder from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Design-Builder asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of the indemnified party, Design-Builder may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

12.2 Defense and Indemnity for Construction Services

12.2.1 To the fullest extent permitted by law, Design-Builder shall, with respect to all construction services covered by or incidental to this Agreement, immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including but not limited to, equitable relief, stop payment notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Design-Builder or any of its agents, employees, independent contractors, Subcontractors or suppliers ("Construction Services Claim"); provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by Design-Builder and its agents, employees, independent contractors, or subcontractors or suppliers, and the City, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require Design-Builder to indemnify the City in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the City. . Further, Design-Builder assumes no responsibility to indemnify City for the negligent acts or omissions

or willful misconduct of the operator of the Adventure Park, or for any liability caused by the negligent operation of the Adventure Park.

12.2.2 The duty to defend is a separate and distinct obligation from Design-Builder's duty to indemnify. To the fullest extent permitted by law, Design-Builder's duty to defend shall extend, without limitation, to any suit or action founded upon any Construction Services Claim. Design-Builder shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to Design-Builder of the Construction Services Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Design-Builder are responsible for the Construction Services Claim does not relieve Design-Builder from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Design-Builder asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of the indemnified party, Design-Builder may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

12.3 Defense and Indemnification Provisions Applicable to Both Design and Construction Services

12.3.1 The defense and indemnity obligations expressly extend to and include Design Claims or Construction Claims occasioned as a result of damages to adjacent property caused by the conduct of the Work.

12.3.2 The defense and indemnity obligations expressly extend to and include any and all Design Claims or Construction Claims occasioned as a result of the violation by Design-Builder, its agents, employees, or independent contractors, subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.

12.3.3 The defense and indemnity obligations expressly extend to and include any Design Claims or Construction Claims occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

12.3.4 The defense and/or indemnification obligations herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability acts, or other employee benefit acts.

12.3.5 The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

12.3.6 The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

12.3.7 The defense and indemnification requirements herein set forth shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

ARTICLE 13 – OTHER PROVISIONS

13.1 Access to Records; Audit

In addition to the access to records set forth in the General Conditions, the City or its authorized representative shall have access upon reasonable notice, during normal business hours, to any plans, specifications, books, documents, accounting records, papers, project correspondence, project files and other records of Design-Builder, its Design Consultants and/or its Subcontractors directly or indirectly related to the Project. Such access shall include the right to examine and audit such records and make excerpts, transcriptions and photocopies at the City's expense.

13.2 No Waiver of Remedies

13.2.1 Neither the inspection by the City or its agents, nor any order or certificate for the payment of money of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of the Contract Documents or of any power reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Contract Documents be held to be a waiver of any other or subsequent breach.

13.2.2 All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

13.3 Unfair Competition

Pursuant to California Public Contract Code section 7103.5, Design-Builder offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the

performance of the Work. This assignment will be made and before effective at the time the City tenders the final payment to Design-Builder, without further acknowledgment by the parties.

13.4 Employment Practices

Design-Builder, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

13.5 Independent Contractor

Design-Builder shall be an independent contractor, and neither Design-Builder nor any employee of Design-Builder or its Design Consultants, subconsultants or Subcontractors shall be deemed to be an employee of the City.

13.6 Authority of Design-Builder

Design-Builder shall possess no authority with respect to any City decision and no right to act on behalf of the City in any capacity whatsoever as agent, or to bind the City to any obligations whatsoever.

13.7 Conflict of Interest

Design-Builder certifies that it has disclosed to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Design-Builder agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Design-Builder further agrees to complete any statements of economic interest required by either City ordinance or State law.

13.8 Confidentiality

Design-Builder shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any information specifically designated as confidential by the City, without the prior written consent of the City. Design-Builder shall require of its Design Consultants, subconsultants and Subcontractors, similar agreements not to disclose such confidential information.

13.9 No Third Party Beneficiaries

No right of action shall accrue upon or by reason of this Agreement to or for the use or benefit of anyone other than the parties to this Agreement. The parties to this Agreement are the City and Design-Builder.

13.10 Assignment

Except as expressly authorized herein, Design-Builder shall neither assign its rights nor delegate its duties under the Contract Documents without prior written consent of the City. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

City of Rocklin
A city organized and existing under the laws
of the State of California

By: Scott Yuill

Title: Mayor

Design-Builder

Bonsai Design, LLC

By: _____

Title: _____

Business Address: 201 South Avenue Grand Junction, CO 81501

License Number: _____ Expiration Date: _____

Entity (DIR) Registration #: _____ Expiration Date: _____

Federal Tax Identification Number – _____

NOTICE: SIGNATURE(S) ON BEHALF OF DESIGN-BUILDER MUST BE NOTARIZED. A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of Design-Builder. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

Exhibits hereto and made a part hereof:

Exhibit A: Insurance Requirements

Exhibit B: General Conditions

EXHIBIT A – Insurance Requirements

Section I. Insurance.

Design-Builder shall obtain, and maintain during the entire period for performance under the Contract Documents, all insurance required by Sections III and IV; prior to beginning any construction of the Project, Design-Builder shall obtain, and maintain during the entire construction phase of the Agreement, all insurance required by Section VI. Certificates of Insurance and required endorsements, including but limited to Additional Insured Endorsements and Waivers of Subrogation in favor of the City, the Construction Manager (if any), and any other City Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers (herein after collectively referred to as “Additional Insureds”), shall be delivered to the City a) within fourteen (14) days of execution of the Agreement by the City for insurance required by Sections III and IV and b) within fourteen (14) days of City approval of the final design for insurance required by Section VI. Design-Builder shall not commence work until all required insurance documentation has been submitted to and accepted by the City. If the City requests copies of the Insurance Policy or Policies, Design Builder agrees to provide certified copies within thirty (30) days of the City’s request.

Every policy shall be endorsed or shall provide in the policy form to state that the policy shall not be canceled, materially reduced, or non-renewed without thirty (30) days prior written notice to City (ten [10] days for non-payment of premium).

Failure of Design-Builder to maintain all required insurance during the period specified above shall constitute a default entitling the City to all rights and remedies that exist under this Agreement and/or by law.

Section II. Effective Date of Policies.

Unless otherwise specified, insurance required by this Exhibit shall be maintained by Design-Builder in full force and effect at all required times including, with the exception of Builder’s Risk, until four (4) years after the final completion and acceptance thereof by City.

Section III. Workers’ Compensation and Employers’ Liability Insurance.

In accordance with the provisions of Section 3700 of the Labor Code, Design-Builder, and each Subcontractor, shall secure the payment of compensation to its employees. Design-Builder and each Subcontractor shall provide Workers’ Compensation insurance and occupational disease insurance, as required by law, and Employer’s Liability insurance with minimum limits of \$1,000,000 covering all workplaces involved in the Construction Documents. Design-Builder 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 workers’ 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.

Design-Builder shall require each Subcontractor to file such statement prior to allowing that Subcontractor to commence Work.

Design-Builder shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice (ten [10] days for non-payment of premium) shall be served on City prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also include an endorsement evidencing that the insurer shall waive all rights of subrogation against the City, the Construction Manager (if any), and any other City Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers for losses arising from work performed by or on behalf of Design-Builder for the City. Such insurance shall be delivered to the City Representative within five (5) days of being notified of the intent to award the Contract, and before the City will execute the Design-Build Agreement.

With the exception of insurance provided by The State Compensation Insurance Fund of California, insurance is to be placed with insurers approved by the State of California Department of Insurance or otherwise authorized to transact insurance business in California and with a Bests' rating of no less than A- VII.

Any deductibles or self-insured retentions must be declared to and approved by the City.

Section IV. Liability Insurance.

Insurance is to be placed with insurers approved by the State of California Department of Insurance to transact insurance business in California and with a Bests' rating of no less than A- VII.

A. Design-Builder shall procure and maintain insurance on all of its operations during the progress of the work, with insurance companies and on forms acceptable to City, for the following minimum insurance coverages:

1. **Commercial General Liability** Occurrence form insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Design-Builder, including coverage for:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Design-Builder in this agreement or Blanket Contractual Liability Coverage
 - d. Broad Form Property Damage (including Completed Operations)
 - e. Explosion, Collapse, and Underground Hazards
 - f. Personal Injury Liability

Commercial General Liability Limits shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)

\$2,000,000 Personal Injury Liability

\$4,000,000 Aggregate for Products and Completed Operations

\$4,000,000 General Aggregate

2. **Commercial Automobile Liability** insurance policy (ISO CA 00 01 or equivalent) covering Bodily Injury, Property Damage and Contractual Liability coverage for "Any Auto" (Symbol 1) which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with combined single limit of not less than \$1,000,000.
 3. **Excess Liability** Design-Builder shall have in place an Umbrella or Excess Liability Policy in the amount of \$10,000,000 "Following Form" in excess of the above captioned policies and Workers' Compensation Employer's Liability. Evidence of this coverage shall be provided on the certificate of insurance.
 4. **Professional Liability** As a condition precedent to Design-Builder performing any design services under the Contract Documents, Design-Builder shall obtain at its own expense Professional Liability (Errors & Omissions) coverage to protect, defend, and hold harmless the City and its officers, officials, directors, trustees, agents, employees and volunteers from all claims arising out of the Design-Builder's professional services under the Contract Documents. This policy shall include, without limitation, coverage for the acts and omissions of the Design-Builder's design team for this project. Design-Builder's policy shall have limits of not less than \$2,000,000 per occurrence / \$5,000,000 aggregate, and shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" as defined in Section I. Design-Builder shall maintain coverage for this policy and retroactive dates that will continue coverage for a period of at least five (5) years from the completion of the project. The City may require higher limits by written request.
- B. Additional coverages and/or limits may be required in the Contract Documents. If the Contract Documents require limits of General Liability and Automobile Liability insurance exceeding those stated above, Design-Builder shall carry Excess or Umbrella Liability insurance providing excess coverage at least as broad as the underlying coverage with a limit equal to the amount stated in the Contract Documents.
- C. The following terms shall be included in the General Liability and Auto Liability insurance, either within the policy or by endorsement:

1. All policies shall be endorsed to include by name "Additional Insureds," as defined by Section I, as additional insureds (the General Liability endorsement shall be at least as broad as ISO form CG 20 10 11 85) and shall state that these policies are primary and that any Insurance, Self-Insurance or Memorandum of Liability Coverage (MDLC) maintained by City shall be in excess of Design-Builder's insurance and shall not be called upon to contribute to any loss.
2. Except with respect to bodily injury and property damage included within the Products and Completed Operations hazards, the aggregate limit, where applicable, shall apply separately to the Project.
3. All liability insurance shall be written on an "occurrence" basis and defense costs shall be outside the policy limits of liability.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the "Additional Insureds."
5. General Liability Coverage shall state that Design-Builder's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall contain a severability of interest/cross liability clause to the effect that each Insured and Additional Insured is covered as if separate policies had been issued to each.
6. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Design-Builder for the City.
7. The policy must provide, by policy provisions or endorsement, that it shall not be canceled, suspended, voided, materially changed or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the City (ten [10] for non-payment of premium).
8. The Contractual Liability coverage may be either on a blanket basis or a policy which specifically identifies this Agreement with a contractual liability endorsement.
9. Any deductibles or self-insured retentions must be declared to and approved by the City which amounts shall be no greater than \$50,000. Any and all deductibles or self-insurance retentions in the above described liability insurance policies shall be assumed by and be for the account of, and at the sole risk of Design-Builder.

Section V. Subcontractor's Insurance.

With the exception of policy limits as outlined in this Section and with the exception of professional liability insurance (unless the Subcontractor is providing design services), Design-Builder shall require each and every Subcontractor to maintain insurance coverages commensurate to that which is required of the Design-Builder per Sections I, II, III, and IV of this Exhibit. This includes, but is not limited to, the Additional Insured and Waiver of Subrogation provisions.

Subcontractors must carry Liability Limits as outlined below:

General Liability:

\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)

\$1,000,000 Personal Injury Liability

\$2,000,000 Aggregate for Products and Completed Operations

\$2,000,000 General Aggregate

Commercial Automobile Liability: \$1,000,000 Combined Single Limit

Employer's Liability: \$1,000,000

Excess Liability: \$1,000,000

Design-Builder shall not allow any Subcontractor to commence work on its Subcontract until the Subcontractor has provided Design-Builder with Certificates of Insurance and applicable endorsements as well as the signed statement acknowledging compliance with Section 3700 of the Labor Code, as required in Section III. Design-Builder is responsible to ensure that all Subcontractors comply with this provision, and to verify their compliance when requested by the City.

If requested by the City, Design-Builder shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Subcontractors; provided, however, that this authority shall not relieve Design-Builder of its obligation to ascertain the existence of such insurance.

Section VI. Builder's Risk/Installation Floater Insurance.

Design-Builder shall, at its sole expense, purchase, maintain and keep in force at all times during the construction phase of the Agreement, until the date of acceptance by the City, a Builder's Risk/Installation Floater policy (Property Insurance). Such insurance shall protect the City, the Contractor, Subcontractors, Sub-Subcontractors and Material Suppliers at every tier, as their interests may appear, from loss or damage to work in the course of construction. Property insurance shall be on a "Special Form" or equivalent policy and shall include, without limitation, insurance against the perils of fire

(with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake (including full coverage for all losses caused by "Acts of God," as defined by California Public Contract Code section 7105), flood, windstorm, falsework, mechanical breakdown or electrical damage including testing and startup, magnetic disturbance, changes in temperature or humidity, temporary buildings, loss that ensues from defective material or workmanship, explosion, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the City's Representative's, Construction Manager's (if any), other City Consultants' and Contractor's services and expenses required as a result of such insured loss in the amount of one hundred percent (100%) of the replacement cost of the Project. In addition, there shall be coverage in the amount of twenty percent (20%) of the replacement cost for Extra Expense and Loss of Use and thirty percent (30%) of the replacement cost for Soft Costs coverage.

A. The following terms shall apply to such coverage:

1. Coverage shall be written on a replacement cost, completed value, non-reporting form and shall cover the property against all risks of physical loss or damage required above.
2. The property covered shall include the work and improvements of the Project, including any materials, equipment or other items to be incorporated therein while the same are located at the construction Site, with reasonable sub-limits for materials stored offsite, or while in transit. The policy shall contain a provision that Design-Builder and the City are Named Insureds under this policy and that the Subcontractors, Sub-Subcontractors, and Material Suppliers at every tier are Named Insureds or Additional Insureds as their interest may appear. A loss insured under the Builder's Risk/Installation Floater policy shall be adjusted by Design-Builder as fiduciary and made payable to Design-Builder as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. Design-Builder shall pay Subcontractors their just shares of insurance proceeds received by Design-Builder, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.
3. When stated in the Contract Documents, Builder's Risk/Installation Floater insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Contract Documents. Coverage shall include interest and/or principal payments that become due and payable by the City upon completion of construction or other date as set forth in the Contract Documents, debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

4. The maximum deductible for earth movement, Acts of God, and flood allowable under this policy shall not be more than five percent (5%) of the values in place at the time loss per occurrence. The maximum deductible for all other perils allowable under this policy shall be one hundred thousand dollars (\$100,000). All deductibles shall be borne solely by Design-Builder, and the City shall not be responsible to pay any deductible in whole or in part.
- B. The insurer shall by separate endorsement or policy provisions agree to waive all rights of subrogation against the City, the other "Additional Insureds," the Design-Builder, Subcontractors, Sub-Subcontractors, and Material Suppliers at every tier for losses covered by the policy. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.
- C. The Design-Builder shall provide a copy of the Builder's Risk/Installation Floater policy to the City for approval.
- D. If not covered by Builder's Risk/Installation Floater policy or any other property or equipment insurance required by the Agreement, the Design-Builder shall, at its sole expense, purchase, maintain and keep in force at all times during the term of the Agreement property insurance for portions of the Design-Builder's work and/or equipment to be incorporated therein stored offsite or in transit.
- E. The City shall maintain in effect during the time for performance under the Contract Documents property insurance, including the perils of fire and flood on all pre-existing utilities, buildings, structures, paving, and equipment on the Site. The City shall cause this policy to have a waiver of subrogation for the benefit of Design-Builder and its Subcontractors and sub-subcontractors at all tiers.

EXHIBIT B – General Conditions

GENERAL CONDITIONS FOR DESIGN-BUILD AGREEMENT

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ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.01. Definitions and Principles of Interpretation.

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. Agreement or Design-Build Agreement.

“Agreement” or “Design-Build Agreement” shall mean the executed Design Build Agreement between the City and Design-Builder.

Section 1.03. Change Order.

“Change Order” shall mean a written order to the Design-Builder signed by the City and the Design-Builder or signed unilaterally by the City, issued after execution of the Design-Build Agreement, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time.

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. Closeout Documents.

Documents as required to meet the requirements of Final Completion.

Section 1.06. Construction.

“Construction” means all labor and services necessary for the construction and delivery of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as described in the Design-Build Agreement and the Construction Documents. Unless otherwise expressly stipulated, the Design-Builder shall perform all Work and provide and pay for all materials, labor, tools and equipment necessary for the proper execution and completion of the Project pursuant to the Design-Build Agreement and the Construction Documents. City shall provide electricity and water utilities.

Section 1.07. Construction Change Directive (“Directive”).

“Construction Change Directive”, or “Directive” shall mean a written order to the Design-Builder, issued after execution of the Design-Build Agreement, signed by the Owner or the City Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with the Design-Builder on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Section 1.08. Construction Documents.

“Construction Documents” shall mean all technical drawings, Shop Drawings, working drawings, Drawings, Specifications, schedules, diagrams and samples to be prepared or assembled by the Design-Builder and setting forth in detail the requirements necessary for construction of the Project in accordance with the Contract Documents, approved by the City and incorporated into the Contract after such approval. All amendments to the Construction Documents must be approved by the City prior to incorporation into the Contract and prior to commencement of the Work affected by the change.

Section 1.09. Construction Schedule.

The “Construction Schedule” is the schedule produced by the Design-Builder for the construction of the Project. See Article 13 for specific requirements.

Section 1.10. Contract Documents.

“Contract Documents” shall have the meaning set forth in Article 2 of the Design-Build Agreement.

Section 1.11. Contract Sum.

“Contract Sum” shall mean the total amount payable by the City to Design-Builder for performance of all Work under the Contract Documents, including, without limitation, all design and construction services. The Contract Sum is the amount stated in the Design-Build Agreement, including authorized adjustments thereto. The final GMP Proposal is subject to review and approval by the City. Upon acceptance by the City of the final GMP Proposal, as may be amended by the Design-Builder in accordance with section 7.1.5 of the Agreement, the GMP and its basis shall be set forth in Amendment No. 1 and the GMP shall be the Contract Sum.

Section 1.12. Contract Time.

“Contract Time” shall mean the period specified for Final Completion of all of the Work, as set forth in the Design-Build Agreement and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Section 1.13. Date of Commencement.

“Date of Commencement” is the date for commencement of the Work or a portion of the Work fixed by the City in a Notice to Proceed to Design-Builder.

Section 1.14. Date of Completion.

The “Date of Completion” is the date certified by the City’s Representative when construction of the Work is 100% complete including acceptance by the City of all punch list corrections.

Section 1.15. Day.

Unless otherwise expressly defined, a “day” shall mean a calendar day of 24 hours, including each and every day of the year.

Section 1.16. Design-Builder.

“Design-Builder” shall mean the entity (whether natural person, partnership, joint venture, corporation, business association, or other legal entity) that enters into a contract with the City to design and construct the Work. Design-Builder shall be solely responsible for all design, construction means and methods, cost overruns, defects, errors, omissions and delays arising from its performance of the Contract. “Design-Builder” means the Design-Builder or its authorized representative. Design-Builder and all Design Consultants and Subcontractors shall be properly licensed to perform all Work they are contracted to perform.

Section 1.17. Design-Builder’s Representative.

“Design-Builder’s Representative” shall mean the individual identified by Design-Builder in its Design-Build Proposal as having overall responsibility for supervision of the Work and shall have authority to bind Design-Builder to all agreements, written or oral, made regarding the Work.

Section 1.18. Design Consultant.

“Design Consultant” shall mean a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder to furnish design services required under the Contract Documents.

Section 1.19. City Architect.

The “City Architect” is the architectural firm engaged as an agent by the City to prepare the Performance Criteria.

Section 1.20. City’s Consultants.

Those consultants retained by City identified in the Project Roster (or later added) who will assist City in carrying out the Project.

Section 1.21. City Representative.

“City Representative” shall mean the City’s designated agent engaged to perform all functions delegated to the City Representative by the Contract Documents. The City Representative will be the Design-Builder’s primary contact during Construction of the Project.

Section 1.22. Not used.

Section 1.23. Drawings.

The “Drawings” are sometimes referred to as “Plans” and mean the graphic and pictorial portions of the Contract Documents, including profiles, typical cross sections, and general cross sections, showing the design, location, character, details and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Section 1.24. Final Completion.

“Final Completion” means completion of all contract work, including punch list items and final cleaning completed and all close-out documents, including as-builts and other documents required in the Contract Documents.

Section 1.25. Guaranteed Maximum Price Amendment.

“Guaranteed Maximum Price Amendment” shall mean the amendment to the Design-Build Agreement that establishes the Contract Sum, stated as a guaranteed maximum price, for the Project. A Guaranteed Maximum Price Amendment shall be used when the Proposal was not a lump sum price proposal.

Section 1.26. General Conditions.

“General Conditions” means these General Conditions for the Design-Build Agreement.

Section 1.27. Materials and Equipment.

“Materials” is a generic term, which shall include all building materials, articles, supplies, and equipment delivered to the Project for incorporation into the Work. “Materials” includes everything incorporated into the Work except labor, unless otherwise noted.

“Equipment” shall mean all pre-manufactured or partially pre-assembled products or components, assembled or partially assembled before delivery to the Site.

Section 1.28. Notice to Proceed.

“Notice to Proceed” is the notice given to the Design-Builder following execution of the Design-Build

Agreement which establishes the start of the Work and authorizes the Design-Builder to begin construction.

Section 1.29. Not used.

Section 1.30. Performance Criteria.

“Performance Criteria” shall mean the requirements developed by or for the City to describe the City’s program requirements and objectives for the Project, including as appropriate, use, space, price, durability, production standards, ingress and egress requirements, or other criteria for the intended use of the Project, expressed in conceptual documents, performance-oriented preliminary drawings, outline specifications and/or other documents provided to Design-Builder by the City establishing the Project’s basic elements and scale and their relationship to the Site.

Section 1.31. Product Data.

“Product Data” shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder to illustrate a material, product or system for some portion of the Work.

Section 1.32. Project.

The total design and construction of the work of improvement addressed in the Contract Documents.

Section 1.33. Project Inspector.

The “Project Inspector” or “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 Design-Builder for compliance with the Construction Documents. The Project Inspector is hereby designated as an agent of the City for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.34. Project Schedule.

The “Project Schedule” is the schedule prepared by the Design-Builder and approved by the City for completion of all work required under the Contract Documents, including all design work. The Construction Schedule shall be included in and become a part of the Project Schedule.

Section 1.35. Proposal.

“Proposal” shall mean a complete and properly executed offer by Design-Builder to enter into a Design-Build contract.

Section 1.36. Proposed Change Order/Work Order (PCO).

A “Proposed Change Order/Work Order” is the name given to a document issued by the Design-Builder proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by the Design-Builder to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the City.

Section 1.37. 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 1.38. Not used.

Section 1.39. Request for Proposal (RFP).

A "Request for Proposal", or "RFP" is the name given to a document issued by the City Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of Work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. The Design-Builder's response to the RFP shall be in the form of a Proposed Change Order.

Section 1.40. Samples.

"Samples" shall mean physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Section 1.41. Shop Drawings.

"Shop Drawings" shall mean drawings, diagrams, schedules and other data specifically prepared for the Work by the Design-Builder or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Section 1.43. Site.

"Site" shall mean the worksite on which the Project is being constructed.

Section 1.44. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the City to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.45. Specifications.

"Specifications" shall mean the outline Specifications included in the Performance Criteria as well as the Specifications included in the Construction Documents prepared by Design-Builder and approved by City, consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and warranties.

Section 1.46. 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 Design-Builder in or about the construction of the Work, or who, under subcontract to the Design-Builder, fabricates and installs a portion of the Work. To the extent the term Subcontractor is referred to as if singular in number it shall include the plural and shall mean a Subcontractor or an authorized representative the Subcontractor.

Section 1.47. Submittal.

"Submittal" shall include all product data, shop drawings, manufacturers' installation instructions, samples, equal or substitution requests and all other submissions that the Design-Builder is required to make to the City and/or the City's Architect.

Section 1.48. Substantial Completion.

The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work for

its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Design-Builder's or its Subcontractors', Sub-subcontractors', or Suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Design-Builder has cleaned up and removed all equipment, tools and other materials from the Work area. Substantial Completion shall not relieve the Design-Builder from achieving Final Completion within the Contract Time. Notwithstanding Substantial Completion, the period of warranties and guarantees shall commence when the Notice of Completion is Recorded.

Section 1.49. Work.

"Work" shall mean all of Design-Builder's design, construction and all other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

Section 2.01. General Intent of Contract Documents.

The overriding intent of the Contract Documents is 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.

Section 2.02. Labor and Materials.

Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

Section 2.05. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, facsimile, e-mail (with confirmation of receipt), or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Design-Builder's home office, job-site office, or to Design-Builder's superintendent; or when the facsimile transmission is complete, if during normal business hours on a working day; or when an e-mail return receipt is sent; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

Section 2.07. Rights and Remedies.

The duties and obligations of the Design-Builder imposed by the Contract Documents and the rights and remedies of the parties available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, the City's Representative, the Project Inspector or the City Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract Documents or to exercise any right herein contained or provided by law, shall not be

construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

ARTICLE 3. BONDS

Section 3.01. Bonds: Time to Submit.

The Design-Builder shall furnish and deliver to the City bonds as set forth below in Sections 3.03 and 3.04 prior to the start of any construction services, as the Contract Sum will not be established until execution of a Guaranteed Maximum Price Amendment. Failure to provide the bonds as required will result in cancellation of the Contract and Design-Builder shall be entitled to no additional compensation of any kind.

Section 3.02. Qualifications of Surety.

All bonds shall be duly executed by a responsible corporate surety listed in the current version of the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," admitted by the State of California Department of Insurance to do business in the State of California and acceptable to City.

Section 3.03. Performance Bond.

The Design-Builder shall submit a faithful Performance Bond on the form provided by the City conditioned upon the faithful performance by the Design-Builder of all requirements of the Design-Build Agreement and the Construction Documents, and, unless a substitute Guaranty Bond acceptable to the City is submitted, the Performance Bond shall include all guarantees set forth in Article 22 of these General Conditions. The amount of the bond shall be in a sum no less than one hundred percent (100%) of the nondesign contract services, however, the Design-Builder may propose alternate forms of security, which the City may accept in its sole discretion..

Section 3.04. Labor and Materials Payment Bond.

The Design-Builder shall also submit a bond on the form provided by the City, which in all respects complies with Civil Code sections 3247-3252, inclusive. This bond, hereinafter referred to as a "Payment Bond," shall be in a sum no less than one hundred percent (100%) of the nondesign contract services.

Section 3.05. Additional Bonding Requirements.

All bonds submitted shall include the following:

1. Full name and address of the Design-Builder, Surety, and City
2. Effective Date of the Design-Build Agreement
3. Contract Sum
4. Project name and address
5. Signature of the Design-Builder
6. Corporate Seal if Applicable
7. Signature of authorized Surety representative
8. Notarization of the Design-Builder and Surety
9. Power of Attorney
10. Local contact for Surety, with name, phone number, and address to which legal notices may be sent

ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

Section 4.01. Basic Standard.

The Design-Builder 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 the Design-Builder and by all Subcontractors on the Site.

The Design-Builder shall comply with the requirements of the California State Licensing Board and have a valid contractor's license, which is to be active and maintained in "Good Standing" throughout full completion of the Project.

The Design-Builder, and any used subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to executing any contract or engaging in any work, whichever is earlier, that involves the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

Section 4.02. Permits.

The City shall reimburse the Design-Builder or pay for specific construction permits related exclusively to the Project and/or project location that could include but are not limited to encroachment permits, water usage permits, meter permits, fire alarm permits, confined space and special work permits, storm water permits, erosion control permits and any applicable State, County or City permits related to agency inspections, utility connection fees, encroachment permits, utility service charges other than temporary utility charges unless otherwise indicated, necessary for the completion of the Work. All other fees and permits shall be at the expense of the Design-Builder. Proper documentation of fee, permit, and utility service charges shall be submitted to the City through the City's Representative. No mark-up shall be allowed the Design-Builder on these reimbursable charges.

The Design-Builder shall give all notices and comply with all laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work.

Except as provided above, the City shall secure and pay for necessary approvals, easements, assessments and charges required for the Construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Section 4.03. Compliance with Laws and Regulations.

The Design-Builder shall keep itself fully informed of and shall observe and shall conduct its operations so as to comply with, and shall cause any and all persons, firms, or corporations employed by it or under it 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.

All work shall be performed in accordance with the rules and regulations, latest Edition of Title 24, Parts 1-5 & 9 of the California Code of Regulations, and a copy shall be kept on the job at all times during construction.

ARTICLE 5. PLANS AND SPECIFICATIONS; RECORD DOCUMENTS

Section 5.01. See Design-Build Agreement, Article 2.

Section 5.02. As-Built Drawings and Specifications.

The Design-Builder shall maintain a hard copy or PDF master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The Design-Builder will be responsible for preparing the final, reproducible as-built drawings. The Design-Builder's as-built information shall be clear and legible, and at a minimum, the following information shall be inserted and dimensioned on those Drawings and Specifications, in RED, by the Design-Builder: the exact horizontal and vertical location of all installations in their finished condition, including all electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; posting of all issued addenda, along with adequate dimensional data, both horizontal and vertical, with GPS coordinates, to allow location of covered installations; the identification of each change authorized by Directive, and the number of that Directive. The updated drawings and specifications shall be available for review by the City Representative and the Inspector. If as-builts are marked up in .pdf format, the file shall be made available remotely in a manner acceptable to the City Representative and Inspector.

Written confirmation from the City Representative that the as-builts have been properly updated weekly shall be submitted with each pay application request, and the existence of such properly updated as-builts shall be a condition precedent to payment. Failure to comply with the preparation and submission of as-builts may result in the City withholding the current progress payment.

As a condition to certification of Final Completion, the Design-Builder shall provide signed and dated original as-built drawings and specifications ("Record Documents") in a .pdf color format, with a resolution of 600 DPI and each plan sheet and specification section bookmarked by name, number or title, together with all additional information requested by the City to enable the Design-Builder to prepare a set of final, reproducible as-built drawings and specifications and as follows:

- A. Design-Builder shall prepare Record Documents and furnish to the Owner one (1) Electronic Copy set of record drawings, one (1) set of electronically marked-up specifications and media showing materials and methods of construction as actually accomplished. The Record Documents shall be prepared by revision of the original drawings using the Design-Builder's and Project Inspector's marked-up record set and any project documents (including but not limited to, Addenda, Field Clarifications, Requests for Information, Construction Change Directives, and other similar documents) necessary to reflect all changes in the Record Documents and specifications as incorporated into the Project. The Design-Builder shall return to the City the Project Inspector's original marked-up record set (if hard copy used, provide the hard copy along with a scanned copy of same documents), and Prior to scanning, the drawings shall be approved, signed and dated by the Project Inspector. Drawings shall be scanned in color.
- B. The Protection Set shall have proper revision clouds indicating areas that were revised and the source of each revision, e.g., RFI #, etc.

C. One electronic copy of the final Record Documents to the following standards, shall be delivered on CD-R or thumb drive:

- (1) Include text "Record Drawing" on all sheets;
- (2) Remove all revision deltas and clouds on all sheets;
- (3) Identify appropriate design team company name on corresponding sheets;
- (4) AutoCAD files shall adhere to the following standards:
 - (a) Full drawing package in AutoCAD v2015 executable dwg format;
 - (b) Include all fonts and plotting lineweights;
 - (c) Organize dwgs into folders by discipline; and
 - (d) Include all cross-references; and
- (5) Complete Specification book(s) with all revised pages inserted.

D. In coordination with the City and the City Representative, verify that all approved project documents (e.g., RFIs, CCDs, etc.) are scanned and that each of these documents is consolidated into the appropriate, clearly-marked sub-folder and forwarded to the City Representative, if any, and to the City's archives department.

Timely submission of complete as-built documents shall be a condition precedent to certification of Final Completion and to final payment. Delays in the submission of complete as-built documents may subject the Design-Builder to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

The Design-Builder shall give personal attention to the fulfillment of the Contract Documents and all Work of the Project and shall control the Work.

The Design-Builder shall be as fully responsible to the City for the acts and/or omissions of its Subcontractors and material suppliers and of the persons either directly or indirectly employed by or engaged as subcontractors by such Subcontractors and material suppliers as it is for its own acts and omissions.

The Design-Builder shall bind every Subcontractor and material supplier, and every subcontractor of a Subcontractor, by the terms of the Contract Documents.

The Design-Builder shall cause each of its Subcontractors by contract, to have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project.

All Subcontractors listed in accordance with Public Contract Code section 4104 shall be registered

pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration through final completion of the Project.

The Design-Builder shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1725.5 or 1777.1.

Section 6.02. Disputes Between Subcontractors and/or the Design-Builder.

If, through acts or neglect on the part of the Design-Builder, including failure to supervise and control its Subcontractors or suppliers, any other contractor, subcontractor or supplier, or worker suffers loss or damage, the Design-Builder agrees to resolve any resulting dispute with such other contractor, subcontractor, supplier, or worker by agreement, arbitration or litigation, if such other contractor, subcontractor, or worker shall assert any claim against the City 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 Design-Builder, who shall defend, indemnify, and save harmless the City and all of its officers, agents, and employees against any such claim.

Section 6.03. Listing of Subcontractors.

The Design-Builder shall comply with the requirements in the Design-Build Agreement regarding listing Subcontractors, including without limitation the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed.

Should the Design-Builder violate any of the provisions of this Section, the violation shall be deemed a breach of the Contract Documents, and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the contract or a penalty assessment of ten percent (10%) of the subcontract amount.

Section 6.04. Dealings with Subcontractors.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or material supplier and the City or any of its representatives, nor shall the Contract Documents be construed to be for the benefit of any Subcontractor or supplier.

Section 6.05. Termination of Unsatisfactory Subcontractors.

When any portion of the Work that has been subcontracted by the Design-Builder is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, the City may direct the Design-Builder to discharge the subcontractor or supplier. Any Subcontractor or supplier that is discharged shall not again be employed on this Project.

Section 6.06. Payment of Subcontractors and Suppliers.

The Design-Builder shall make all payments to Subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop payment notices, liens or claims from being filed against the City or the Site. Provided that the City has not withheld payments contrary to the provisions of the Design-Build Agreement, these General Construction Terms and Conditions or law, the Design-Builder shall indemnify, defend and hold the City harmless from any claims or actions which allege that any Subcontractor or supplier was not paid with respect to the Project, except for claims resulting from dispute between City and Design-Builder. Election to

bond subcontractors and include the cost of subcontractor bond in the Contract Sum is Design-Builder's with prior approval of the City.

Section 6.07. Subguard.

To the extent the Design-Builder obtains subguard insurance and includes the premiums in the Guaranteed Maximum Price, the Design-Builder shall refund to the City at the completion of the Project any savings in the premiums.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, this project is subject to payment of 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 City, and they are available for public inspection. They may also be obtained on the internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Design-Builder shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Design-Builder shall pay, and shall cause all subcontractors, whether under contract with the Design-Builder or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the Design-Builder shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

Section 7.03. Wage Rate for Crafts Not Listed.

The responsibility to check prevailing wage rates is the Design-Builder's. Pursuant to Labor Code Section 1773, the Design-Builder may file with the Director of the Department of Industrial Relations ("DIR") or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Design-Builder may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Contract Sum shall be made if such assumption is incorrect.

Section 7.04. Records of Hours Worked and Wages.

The Design-Builder shall keep, and shall cause all subcontractors on the Project to keep, certified

payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the City and/or the DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the information required by law for each journeyman, apprentice, worker, or other employee employed by the Design-Builder and/or each subcontractor in connection with the Work.

In the event that the Design-Builder and/or any subcontractor fails to submit certified payroll records to the City within ten (10) calendar days of a request from the City for the records, the Design-Builder and/or the subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Design-Builder is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Design-Builder can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The Design-Builder shall not carry on its payrolls any person not actually employed by the Design-Builder, nor shall it carry on its payrolls employees of any subcontractor. The Design-Builder shall show on its payrolls all persons actually employed by the Design-Builder on the Project, in any capacity. The Design-Builder shall cause all subcontractors on the Project, whether under contract with the Design-Builder or under contract with any Subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, all books, records, and files of the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. The Design-Builder shall preserve and cause all subcontractors to preserve such books, records and files for the audit period. Design-Builder and its subcontractors shall fully cooperate with any request of the DIR relative to prevailing wages and provide all records as required by law upon request.

Section 7.05. Additional Requirements for Labor Compliance.

The Design-Builder shall comply with the following additional requirements and shall cause all subcontractors on the Project, whether under contract with the Design-Builder or under contract with any Subcontractor, to comply. The records kept by the Contractor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Design-Builder and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Design-Builder when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Design-Builder or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Design-Builder or subcontractor whose payroll records are delinquent or inadequate. The Design-Builder shall cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency. When payments are withheld under Section 16463, the Labor Commissioner will provide the Design-Builder and subcontractor, if applicable, with immediate written notice that includes the information stated in Section 16463. Where the violation is by a subcontractor, the Design-Builder shall be notified of the nature of the violation and reference shall be made to Design-Builder's rights to withhold or recover payments from the subcontractor under Labor Code Section 1729. The withholdings under Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.06. Underpayment of Wages.

The Design-Builder agrees that in the event of underpayment of wages to any employee on the Project, whether by the Design-Builder or any subcontractor on the Project, the City may retain from payments due to the Design-Builder, 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, plus any penalties and forfeitures. The City may disburse such retention to such employees.

Section 7.07. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Design-Builder or any subcontractor. Design-Builder shall comply with all applicable laws relating to apprentices.

The Design-Builder and all subcontractors on the Project shall comply with the requirements of Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation

of these requirements shall subject the Design-Builder and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Attention is directed to the provisions of Public Contract Code sections 2600-2602 and 22164(c) with respect to the requirement that the Design-Builder and its subcontractors at any level employ on the Project apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the DIR.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the DIR, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

Section 7.08. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Design-Builder shall forfeit to City as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

- A. Up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a worker employed by a subcontractor on the Project is paid less than the prevailing wages by the subcontractor, the Design-Builder is not subject to this penalty assessment if the Design-Builder can demonstrate that it did not have knowledge of that failure of the subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).
- B. Twenty-five dollars (\$25) for each worker employed in the execution of this agreement by the Design-Builder or by any subcontractor on the Project 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 Article 3.
- C. Failure to provide certified payroll records to the City or to the Labor Commissioner within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due, result in a penalty in the amount of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. The Design-Builder is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Design-Builder can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.
- D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars (\$100) for each full calendar day of non-compliance. A contractor or subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars (\$300) for each full calendar day of noncompliance.

Section 7.09. 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 Design-Builder, or by any subcontractor upon the Project, shall be required or permitted to work 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.

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 other rate as stated on the applicable Determination issued by the DIR, or as may be required by 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.

Section 7.10. Compliance with State Anti-Discrimination Laws.

The Design-Builder shall comply with Section 1735 of the Labor Code, which provides as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

Section 7.11. Workers' Compensation Insurance.

The Design-Builder shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of the employees engaged in work for the Project. In case any of the Design-Builder's work is sublet, the Design-Builder shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Design-Builder's insurance. In case any class of employees engaged in work on or at the site of the Project is not protected under Workers' Compensation laws, the Design-Builder shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. The Design-Builder shall file with the City certificates of its insurance protecting workmen. The Design-Builder is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision Procedures.

The Design-Builder shall supervise and direct the Work using its best skill and attention. The Design-Builder shall be solely responsible for all design, construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Design-Build Agreement and the Construction Documents.

The Design-Builder shall be responsible to the City for the acts and omissions of its employees, all subcontractors and their agents and employees and other persons performing any of the Work.

The Design-Builder shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the City Architect or the City's Representative in their administration of the Project or by inspections, tests or approvals (or the lack thereof) required or performed under Article 9 by persons other than the Design-Builder.

Section 8.02. Skilled Labor.

All non-apprentice labor shall have the skills of a journeyperson in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

Section 8.03. No Tenancy.

All workers, subcontractors, or subcontractors' representatives are admitted to the site only for the proper execution of the Work, and have no tenancy.

Section 8.04. Dismissal of Unsatisfactory Employees.

The Design-Builder shall at all times enforce strict discipline and good order among all employees and shall not employ on the Work any unfit person or anyone not skilled in the assigned task as defined in Section 8.02. The Design-Builder shall remove, or cause a subcontractor to remove from the Project, any incompetent employee, or any employee not skilled for the type of work required as defined in Section 8.02. The City may require that the Design-Builder immediately remove from the Work any employee for cause.

Section 8.05. Personal Attention and Superintendence; Design-Builder's Agent.

The Design-Builder shall supervise the Work to the end that it shall be faithfully prosecuted. The Design-Builder shall at all times while the Design-Builder's scope of work is in progress keep a full-time superintendent who is fully empowered to act as agent for the Design-Builder on the site. The Design-Builder shall advise the City in writing of its agent prior to the start of any work. The Design-Builder shall be responsible for the faithful observation of all instructions delivered to its authorized agent(s).

Section 8.06. Not Used.

Section 8.07. Design-Builder's Coordination of Work.

The City reserves the right to do other work in connection with the Project by separate contract or otherwise. The City shall give the Design-Builder written notice at least thirty (30) days in advance of any work to be done by the City's contractors, agents or employees. The Design-Builder and the City shall at all times conduct their work so as to impose no hardship on the other and shall coordinate with each other so that no delays or discrepancies shall result in the whole Project.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24, latest Edition. All inspection costs will be paid for by the City, including special inspection required by Title 24, except as noted otherwise below. A list of required inspections for the Project will be established by the Design-Builder and the Project Inspector, as well as the California Building Code.

The Project Inspector shall be approved by the City. The Project Inspector will be employed by the City and will perform all inspections in accordance with Title 24, parts 1-5.

Section 9.02. Authority of Project Inspector; Stop Work Notices.

The designated Project Inspector shall be considered to be a representative of the City. It is the Project Inspector's duty to inspect the Work.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Construction Documents or any orders issued by the City, City's Representative, or City Architect. The failure of the Project Inspector to order the work stopped does not excuse the Design-Builder from complying with the Construction Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the City Architect and the Design-Builder's architect, who both shall review the work in question and determine whether it does or does not comply with the Construction Documents. The decision of the City Architect shall be final, subject to the dispute resolution provisions in Article 23. The Design-Builder shall thereafter comply with the instructions of the City Architect regarding corrections needed to cure the defect. The suspended work shall be resumed only when the instructions are fulfilled. The Design-Builder shall not be entitled to an extension of time in the event of such suspension of work if the stop work notice is determined to be validly supported by facts.

Section 9.03. Effect of Inspections.

Neither the final inspection and payment, nor any interim inspection or payment shall relieve the Design-Builder of its obligation to fulfill the Work of the Project as required by the Design-Build Agreement and/or the Construction Documents.

Any work, materials or equipment not meeting the requirements and intent of the Construction 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 therefore may have been made.

Section 9.04. Inspection of Completed Work.

Should the City's Representative or the City Architect determine that it is necessary or advisable to inspect work already completed at any time before final inspection and acceptance of the Work, by removing or exposing any work, the Design-Builder shall, upon instruction of the City's Representative, promptly furnish all necessary facilities, labor, and materials to do so. If the work is found to be defective in any respect due to the fault of the Design-Builder or any subcontractor, the Design-Builder shall bear all expenses of such examination and satisfactory reconstruction. If, however, the work is found to meet the requirements of the Construction Documents, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Design-Builder and a Change Order shall be issued for such cost and any time extension justified by delays to the critical path.

Section 9.05. Notice to City of Inspection.

Where the Construction Documents, instructions by the Project Inspector, City's Representative or the City Architect, laws, ordinances, or any public authority having jurisdiction require work to be inspected, tested or approved before the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection. If any part of the Work is covered prior to inspection, the City may order the Work to be uncovered so that inspection may be accomplished. The Design-Builder shall bear all expenses of such examination and satisfactory reconstruction.

The Design-Builder shall provide notice to the Project Inspector at least six (6) hours in advance of the readiness for inspection.

All work shall be available for inspection, and the Project Inspector shall have full access to review all work during all working times. The Design-Builder shall provide all necessary means of access (e.g. ladders) for the Project Inspector to perform its duties. The Design-Builder shall furnish the Project Inspector with any information necessary to fully inform him/her of conditions.

Section 9.06. Not used.

Section 9.07. Overtime Work.

Whenever the Design-Builder arranges to work at night or any time when work is conducted other than the normal forty (40) hour week, or to vary the period during which work is carried on each day, it shall give the City's Representative and the Project Inspector a minimum of forty-eight (48) hours' notice for weekend work and twenty-four (24) hours' notice for daily work so that inspection may be provided. Additional inspection costs incurred because of overtime or shift work shall be paid by the City. If this overtime work is necessitated by the Design-Builder's error or failure to perform, the cost of inspection will be borne by the Design-Builder.

Section 9.08. Materials Which May be Tested.

The City reserves the right to require the Design-Builder to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Design-Builder 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 Design-Builder to do so.

Section 9.09. Testing.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the City at such times as are convenient to the Project. The Design-Builder shall provide written notice to the City's Representative at least twenty-four (24) hours prior to the need for off-site tests or inspections, and the City's Representative will arrange such tests or inspections. The Design-Builder shall bear all expenses of tests performed where the Design-Builder failed to provide this minimum notice.

Section 9.10. Selection of Samples.

All samples and specimens for testing shall be selected by the Project Inspector or by the testing laboratory, but not by the Design-Builder.

Section 9.11. Delivery of Samples.

The Design-Builder shall, at its sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Samples shall be delivered either to the Project Inspector or to the testing laboratory or such other address specified by the City's Representative. 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 the Design-Builder's request for substitution.

The Design-Builder shall allow free access at all times to the representatives of the testing laboratory to 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's Representative.

Section 9.12. Approval of Samples.

No materials or work of which samples and/or tests are required shall be used or covered until the City's Representative informs the Design-Builder that such samples and/or tests have been approved. If the Design-Builder installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at the Design-Builder's sole risk and expense, and it 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 approval, and no other. No approval of any samples shall be deemed to change or modify the Contract Documents. Upon testing of any sample of material or work, no additional sample shall be considered. 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 and shall be accompanied by documentary proof that the materials and work sampled is representative of that installed.

Section 9.13. Damage Due to Testing.

The Design-Builder shall, at its 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 Design-Builder shall not make any tests upon portions of the Project already completed, except with the prior written consent and under the direction and supervision of the City's Representative.

Section 9.14. 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 or City's Representative shall be at the Design-Builder's expense. The City shall pay initial costs; however the City may deduct that cost from a subsequent payment.

Section 9.15. Effect of Sampling and Testing.

The City assumes no obligation, and the Design-Builder shall be relieved of no obligation undertaken pursuant to the Contract Documents by virtue of sampling and testing specified in this Article.

The responsibility to incorporate satisfactory materials and workmanship which meet the Contract Documents into the Work rests entirely with the Design-Builder, notwithstanding any prior samples or tests.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site, and for ensuring against and/or correcting any hazardous conditions on the Site. Also, in no case shall the City, the City's Representative, the City Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Design-Builder, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the Site, or for ensuring or correcting any hazardous conditions on the Site.

The Design-Builder shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents and overall jobsite safety for contractors'/subcontractors' employees, City's Representative, City Architect, Project Inspector and visitors. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the City's Representative.

Section 10.02. Protection of Persons and Property.

The Design-Builder shall at all times, until final acceptance and the Final Payment, maintain adequate protection against injury to persons, including employees, the public, or damage to property, on or near the Project, or adjacent to the Site. The Design-Builder shall be responsible for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. With respect to the Design-Builder's operations and/or duties under this Design-Build Agreement, in no case shall the City, the City Representative, the City Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions, on or near the Site, or adjacent to the Site.

The Design-Builder shall provide a safe environment for all functions to be performed by the City, the City's Representative, City Architect and Project Inspector, and a safe place for all employees to work. The use of alcohol, drugs, or tobacco will not be permitted on the Site and/or on City property.

The Design-Builder shall comply with all Occupational Safety laws, rules and regulations applicable to the Work.

Section 10.03. Protection and Repair of Work.

The Design-Builder shall take all reasonable measures to protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. The Design-Builder shall, until Final Completion of the Project and acceptance by the City, maintain protection of all of its work and work performed by others for the Work of the Project from damage, loss, defacement, or vandalism, except that if the City takes occupancy, in whole or in part, of any portion of the Project prior to the date of Final Completion, the Design-Builder shall no longer have any obligation to protect the occupied portion(s) of the Project except (1) to the extent they may be affected by the Design-Builder's ongoing work, and/or (2) as provided in this Article. The Design-Builder shall provide protection of completed work (even if the City has taken beneficial occupancy), which may be subject to damage as a result of the Design-Builder's failure to perform as scheduled.

Section 10.04. Protection of Workers.

The Design-Builder shall take every precaution 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. The Design-Builder shall post danger signs warning against hazards created by construction. The Design-Builder shall immediately replace or repair any unsafe, dangerous or hazardous situation that may exist. If such situation is due to a pre-existing condition of the facility, the Design-Builder may be entitled to additional compensation under provisions of Article 15 to repair or replace such condition in order to maintain a safe worksite.

The City and City's Representative undertake no obligation to suspend the work or notify the Design-Builder of any hazardous conditions or noncompliance with safety laws. In no case shall the

City, the City's Representative, the City Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.05. Working Limits and Regulations.

The Design-Builder shall confine its apparatus, storage and materials, and construction operations within the limits established by the City's Representative, and shall not unreasonably encumber adjacent areas with its materials and/or equipment.

The Design-Builder shall enforce any reasonable instructions from the City's Representative or City regarding placement of signs, fires, danger signals, barricades, radios, noise and smoking, provided such instructions are in compliance with health and safety laws governing construction activities.

Section 10.06. Protection of Existing Improvements.

The Design-Builder 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 Design-Builder during the course of the construction. The Design-Builder shall take all necessary precautions to protect existing facilities against the effects of the elements and Design-Builder shall be strictly liable for failure to adequately protect any facility.

All damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

Section 10.07. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from the Design-Builder's operations and shall not be obliterated or obscured by its 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 over the items involved.

Should it be necessary to block a street or sidewalk, the Design-Builder shall first notify the City's Representative and the police and fire departments and other agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 10.08. Not used.

Section 10.09. Not used.

Section 10.10. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Design-Builder 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, the Design-Builder shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

At least seven (7) days prior to commencing any work which in any way affects public utilities or adjoining or adjacent land or buildings, or any longer period required by law or regulation, the Design-Builder shall notify the City's Representative, who will send the City 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 Design-Builder. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City's Representative.

The Design-Builder shall, at the written instruction of the City's Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.11. Indemnification of Adjacent Property Owners.

If the Design-Builder enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property to perform the Work, the Design-Builder shall fully indemnify, defend and save harmless such person, firm, state or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property.

Section 10.12. Fire Protection.

The Design-Builder shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Design-Builder shall notify the City's Representative and the fire department in writing at least seventy-two (72) hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Design-Builder must keep the fire intrusion detection systems operational throughout the duration and scope of its Work.

Section 10.13. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this contract shall be repaired within forty-eight (48) hours by the Design-Builder without expense to the City, unless creation of a safety hazard has occurred, in which case damage will be corrected immediately. If the work cannot be completed within forty-eight (48) hours, then the Design-Builder must be able to show substantial progress toward completion within that time frame.

If, in the opinion of the Architect, the best interest of the City requires that repairs be made prior to the execution of any further work, the City's Representative will so notify the Design-Builder who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable.

Upon the failure of the Design-Builder to comply with any such order, or upon the Design-Builder's failure to make immediate emergency repairs which are necessary to protect the Work, the City shall do that 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 payment otherwise due. No prior notice to the Design-Builder shall be necessary for the City to take this action.

Section 10.14. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Design-Builder, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Design-Builder shall bear all costs of that action, unless such emergency is caused by the City's negligence or willful misconduct. The Design-Builder shall immediately notify the City's Representative of such actions, and thereafter shall comply with any instructions issued by the City's Representative.

ARTICLE 11. SUBMITTALS, SUBSTITUTIONS AND MATERIALS

Section 11.01. Submittals.

The Design-Builder, at its sole cost and expense, shall furnish to the City's Representative all submittals and other descriptive material as are required by the Specifications or requested by the City Representative working with the City Architect.

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 City Architect to determine compliance with the Specifications, design/Performance Criteria, and with the design and arrangement shown on the working drawings.

The Design-Builder shall check and coordinate all submittals with the work of all trades involved before they are submitted. The Design-Builder shall review each submittal for conformance with the requirements of the Construction Documents.

All submittals for the Project shall be made in accordance with a submittal schedule to be agreed upon between the City and the Design-Builder; however, the Design-Builder also shall coordinate the schedule of its submittals with the requirements of the Construction Schedule so as not to delay the Project. The Design-Builder's Submittal schedule shall provide sufficient time for delivering the Submittal to the City Architect, the City Architect's review of each Submittal, delivering the Submittal to the Design-Builder and re-submittal as necessary. No delay claims related to submittals will be entertained for any submittal originally received after the date indicated in the Construction Schedule. The City shall not accept limitations in materials, colors, quality, or any other aspect of products or materials due to the Design-Builder's failure to provide submittals as required. At the City's discretion, the Design-Builder may be directed to furnish and install temporary materials until City selected material, if any, is available.

Section 11.02. Submission of Submittals.

The Design-Builder shall submit electronically or by hard copy. Submittals shall be submitted to the City Representative who will not review the Submittals for technical compliance, but may reject any Submittal found, in the City Representative's judgment, to be incomplete. The City Representative will maintain a Submittal log, and weekly meeting minutes shall note if Submittals have been accepted.

By approving and submitting shop drawings, product data, manufacturer's installation instructions and samples, the Design-Builder represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those submittals with the requirements of the Work and to the Construction Documents. The Design-Builder shall adhere to any supplementary processing

and scheduling instructions pertaining to shop drawings as may be issued by the City's Representative.

The City's Representative will not accept shop drawings, product data or manufacturers' installation instructions, which are not sufficiently dimensioned and detailed to demonstrate compliance with the Construction Documents.

The Submittals shall be submitted promptly, so as to cause no delay in the Work.

Section 11.03. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the City's Representative or City Architect. These possible responses are as follows:

- A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.
- B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.
- C. Make Corrections Noted: If the Submittal is acceptable except for certain items, which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.
- D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.
- E. Rejected: A Submittal may be rejected if it is not in compliance with the Construction Documents, or if it proposes a substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Design-Builder proceed with the work shown on a Submittal before approval is received, it shall do so at its own risk and it shall remove and replace or adjust any work which is not in accordance with the shop drawings or manufacturers' instructions as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost. The Design-Builder shall resubmit Submittals in categories "D" and "E" above after making any changes required so that Submittals will comply with the Construction Documents. Resubmittals shall be made in sufficient time so as to avoid delay to the Work.

The City Architect shall determine the adequacy and completeness of all Submittals. Where the Architect deems a Submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Design-Builder shall submit all additional information requested by the City Architect. There shall be no change to the Contract Time or the Contract Sum when such additional information is required.

Section 11.04 Submittals Showing Variation from Contract.

It shall be the responsibility of the Design-Builder to specifically point out any variation or discrepancy between the shop drawings, product data or manufacturers' installation instructions submitted and the Construction Documents.

The Design-Builder shall make specific mention of all variations, along with an explanation of why they are requested, in its letter of transmittal.

Failure by the Design-Builder to identify in its letter of transmittal any variation, discrepancy, or conflict with the Construction Documents shall render the approval null and void, and the Design-Builder shall bear all risk of loss and reconstruction costs or delays.

If any architectural, plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of shop drawings or manufacturers' instructions, which deviate from or do not comply with the Construction Documents, those modifications shall be made without extra cost to the City, and without extension of the Contract Time. Any other resultant costs, including but not limited to design fees, and cost incurred by other contractors, or inspection fees, shall be at the expense of the Design-Builder.

Section 11.05. Effect of Review and/or Approval of Submittals.

The review, approval or other action taken on Submittals or other descriptive material shall not relieve the Design-Builder of the obligation for accuracy of dimensions and details or for conforming the Work to the requirements of the Construction Documents at no extra cost to the City, within the Contract Time and shall not, in any way, shift the risk of the design to the City or the City Architect. The Design-Builder remains responsible for all design and construction of the Project, in accordance with the Contract Documents.

Section 11.06. Substitutions.

Unless otherwise provided in the technical specifications, the Design-Builder may make proposals for substitutions to materials and/or processes shown or specified. A proposal for substitution shall include all information required by the City Architect to evaluate the substitute material or process. All substitutions shall be submitted with an approved "Substitution Request Form." Such proposal constitutes a certification that the Design-Builder:

- A. Has investigated the proposed product and determined that it meets or exceeds the performance requirements of the specified product.
- B. Will provide the same or better warranty for substitution as for specified product.
- C. Will coordinate installation and make other changes, including relating to work of others, which may be required for the Work to be complete in all respects at no additional cost to the City.
- D. Waives claims for additional costs and/or Contract time, which may subsequently become apparent.

The City Architect then will evaluate whether or not the proposed material is equal in quality and utility to the material specified, make its recommendation to the Owner. Based on the City Architect's recommendation, and following discussion amongst the project team, the Owner will

render a decision. If the request is not accepted, the Design-Builder shall provide the specified product.

Section 11.07. Not Used

Section 11.08. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

When the City's Representative or City Architect determines that samples and testing are required to evaluate a request for a substitution, the City's Representative shall so advise the Design-Builder, and specify the materials or work to be sampled. The Design-Builder shall, at no cost to the City, provide samples as required by Article 9, dealing with samples and testing, or the technical specifications.

The Design-Builder shall bear all costs of sampling and testing required to decide a request for substitution.

Section 11.09. Effect of Approval of Substitution Request.

If the substitution request is approved, the Design-Builder shall be solely and directly responsible for setting 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.

Neither time extensions nor any increases in the Contract Sum shall be granted on account of a substitution. In the event of a savings, the Contract Sum shall be adjusted by the price difference between the substitution and the originally specified item.

Section 11.10. Quality of Materials and Products.

The Design-Builder shall, if required by the City Architect, Project Inspector, or City's Representative, furnish satisfactory evidence as to the kind and quality of materials provided.

The City's Representative may require, and the Design-Builder shall submit if required, a list designating the source of supply of each item of materials incorporated into the Work, and in such event, those materials or products shall not be delivered to the Site or incorporated therein until after the City's Representative has approved the list.

The Design-Builder shall certify that the materials and equipment installed comply with the Construction Documents and to the best of the Design-Builder's knowledge, no installed materials or equipment contain asbestos.

Section 11.11. Better Material or Process.

In the event that the Design-Builder furnishes a material, product, process, or article better than that specified in the Construction Documents, the difference in cost of that material, product, process, or article shall be borne by the Design-Builder.

Section 11.12. Industry Standards.

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 effective date of the Design-Build Agreement, except as limited to type, class, or grade, or modified in that reference

Section 11.13. 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 11.14. Providing and Paying for Materials.

Except as otherwise specifically stated in the Contract Documents, the Design-Builder 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 Contract Time.

Section 11.15. Warranty of Title.

No material, article, product, supplies, or equipment for the Work 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.

The Design-Builder 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 the Design-Builder, to City, free from any claims, liens, or charges.

The Design-Builder agrees that neither it nor any person, firm, or Design-Builder 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 the Design-Builder, nor any rights under any law permitting such persons to look to funds due to the Design-Builder but retained by City.

The Design-Builder shall cause the substance of these provisions to be included in all subcontracts and material contracts executed by the Design-Builder and notice of this provision shall be given to all persons furnishing materials for the Work.

This Section shall not disallow the Design-Builder'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 11.16. Patents and Royalties.

The Design-Builder and its sureties shall protect, indemnify and hold harmless the City, the City's Representative, the Project Inspector, the City Architect, and its consultants and each of their respective officers, agents, and employees against any and all demands made for such fees or claims and 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 by the Design-Builder in the course of its performance under this Design-Build Agreement.

Section 11.17. Payment of Federal or State Taxes.

Any federal, state or local tax, specifically including sales and use taxes, payable on materials

furnished by the Design-Builder pursuant to the Contract Documents shall be paid by the Design-Builder.

ARTICLE 12. PROGRESS PAYMENTS

Section 12.01. Schedule of Values.

Within fourteen (14) days of the Effective Date of the Design-Build Agreement, the Design-Builder shall submit to the City's Representative a schedule of values for the Project. The schedule of values must be prepared in sufficient detail and supported by data to substantiate its accuracy as the City Representative and the City may require. This schedule, when approved, shall be used as a basis for the Design-Builder's applications for payment, and the approved schedule of values is an express condition precedent to processing the Design-Builder's payment application(s).

In no event shall an individual line item for construction phase services on the schedule of values exceed five percent of the Contract Sum unless so approved by the City's Representative in advance. Labor, material and subcontract costs shall be shown separately. Cost of Contract closeout shall be shown as individual line items, including, but not limited to, closeout documents, punchlist, and as-built documentation. Each of these line items shall be no less than three (3) percent of the total Contract Sum.

Section 12.02. Application for Payment.

- A. Prior to the date for each progress payment review established in the Preconstruction Meeting, the Design-Builder shall submit to the City Representative a copy of the schedule of values, marked in pencil to show the percentage of completion proposed by the Design-Builder for each line item. No extension of dollar amounts is required.
- B. At a meeting held on or before the assigned billing date of each month, the City Representative, City Architect, Project Inspector, and the Design-Builder will review the Design-Builder's proposed percentages of completion and agree on a final percentage to be paid for that month. The progress payment will be based on the estimated percentage complete. No progress payment will be made unless all general conditions items demonstrate satisfactory progress. Upon agreement of the amount due, the Design-Builder will prepare a hard copy of the Application of Payment Summary and transmit it to the City Representative for processing by the assigned day of each month.
- C. Release of Liens: For each monthly application for payment, following agreement on percentages of completion, the Design-Builder shall submit a conditional lien release in the form set forth in California Civil Code section 8132 warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases in the form set forth in California Civil Code section 8134 for all work through the prior progress payment. For final payment, the Design-Builder and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases in the forms set forth in California Civil Code sections 8136 and 8138.
- D. The signing of a certificate of payment will constitute a representation by the City Representative, Project Inspector and the City Architect to the City that, based on their observations and the data comprising the application for payment, the Work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the

quality of the Work is in accordance with the Contract Documents (subject to any specific qualifications stated in the certificate for payment); and that the Design-Builder is entitled to payment in the amount certified. However, by signing a certificate for payment, the City Representative, Project Inspector and the City Architect shall not thereby be deemed to represent that any of them has made exhaustive or continuous on site inspections to check the quality or quantity of the work, that any of them has reviewed the construction means, methods, techniques, sequences or procedures, or that either has made an examination to ascertain how or for what purpose the Design-Builder has used the monies previously paid on account of the Contract Sum.

- E. No progress payment will be released until City Representative has received all of the following items in acceptable form: as-built updates, schedule updates, certified payroll and other pay records if requested by the City, and lien releases.

Section 12.03. Payment for Stored Materials.

Payments may be made by the City, at its discretion, for materials or equipment not incorporated in the Work but delivered to the Site and suitably stored by the Design-Builder. Payments for materials or equipment stored shall only be considered upon submission by the Design-Builder of satisfactory evidence demonstrating that it has acquired title to such material, that the material will be used in the Work, that it is satisfactorily stored, protected and insured, and that the Design-Builder has undertaken such other procedures satisfactory to the City Representative, Project Inspector, and City Architect, to protect the City's interests. Materials stored off-site, to be considered for payment, shall, in addition to the above requirements, be stored in a bonded warehouse, fully insured, and available to the City Architect and City Representative for inspection. The City Representative shall have complete discretion as to the amount of material and equipment that may be stored on the Site at any given time.

Section 12.04. Payment; Retention.

There shall be reserved from the monies earned by the Design-Builder on estimates a sum equal to five percent (5%) of such estimates. It is understood that, if payment requests are made in accordance with established time schedule, payment requests received and approved by City will be processed within thirty (30) days following approval. Payment for Change Orders, if any, under this Contract shall be made in like manner.

Section 12.05. Posting Securities in Lieu of Withholds.

Pursuant to Public Contract Code Section 22300, at the request and expense of the Design-Builder, securities equivalent to the amount withheld pursuant to Section 12.04 shall be deposited with the City, State Treasurer or with a state or federally chartered bank in California as the escrow agent, who shall then pay the retainage to the Design-Builder. Upon satisfactory completion of the Contract, the securities shall be returned to the Design-Builder.

Alternatively the Design-Builder may request, pursuant to Public Contract Code Section 22300, and the City shall make payment of retentions under Section 12.04 directly to the escrow agent. The Design-Builder shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Design-Builder. Upon satisfactory completion of the Contract, the Design-Builder shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City.

Either alternative under this Section may be exercised only if requested in writing by the Design-

Builder within five (5) days after the City's execution of the Design-Build agreement. The Design-Builder shall notify its Subcontractors in writing within fifteen (15) days of exercising this option. Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, stand by letters of credit, or any other security mutually agreed to by the Design-Builder and the City.

The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Section 12.06. Withholding Additional Amounts; Grounds.

In addition to the amounts which the City may retain as provided in Section 12.04, the City may withhold a sufficient amount from any payment or payments otherwise due to the Design-Builder as in the City's sole discretion may be necessary to protect the City in the event of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Design-Builder to make proper payments to any of its Subcontractors or for labor, materials or equipment;
- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Design-Builder, or in the time remaining until expiration of the Contract Time;
- E. Failure of the Design-Builder to comply with any lawful or proper direction concerning the Work given by any City representative authorized to have given such instruction;
- F. Claims and/or penalties which state law assesses against the Design-Builder for violation of such law;
- G. Any claim or penalty asserted against the City by virtue of the Design-Builder's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- H. Any liquidated damages which may accrue as a result of the Design-Builder's progress failing to meet the schedule milestones or failing to achieve completion within the Contract Time.
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the City to a set off.

To adequately protect the City, the Design-Builder agrees that the basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that City reserves the authority to retain greater sums should such sums be necessary in the City's discretion to adequately protect it.

Section 12.07. Disbursement of Withheld Amounts.

The City, in its sole discretion, may apply any withheld amount or amounts to the payment of any claim resulting in a withhold. The Design-Builder agrees and hereby designates the City as its 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 Design-Builder. The City shall not be liable to the Design-Builder for any 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 Design-Builder a proper

accounting of any funds disbursed on behalf of the Design-Builder.

Prior to disbursing any amounts, City shall afford the Design-Builder an opportunity to present good cause, if any it has, why the claim or claims in issue are not valid or just claims against the Design-Builder. The City reserves the right then 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 12.08. Correction of Statement and Withholding of Payment.

No inaccuracy or error in any statement provided by the Design-Builder shall operate to release the Design-Builder 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 or other payment, or payment of any kind issued, by adjustments to subsequent payments.

Section 12.09. 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 the Design-Builder shall operate in any way to relieve the Design-Builder from its obligations under this Contract Documents. Except to the extent provided otherwise in the Design-Build Agreement or applicable law, in the event of a City default, the Design-Builder shall continue diligently to prosecute the Work without reference to the payment, withhold, or retention of any progress payment. Except as provided in the Design-Build Agreement or applicable law, the payment, withhold, or retention of any progress payment shall not be grounds for an extension of the Contract Time.

ARTICLE 13. TIME OF WORK

Section 13.01. Construction Schedule Development.

Within forty-fivedays (45) days of the Effective Date of the Design-Build Agreement, the Design-Builder shall submit to the City's Representative a detailed proposed Construction Schedule for the Project. The detailed proposed Construction Schedule shall present an orderly and realistic plan for completion of the Work, in conformance with the requirements of this Article.

The Contract Schedule shall furnish and comply with the following requirements:

- A. A time scaled CPM type schedule prepared in MS Project Software or as otherwise approved by the City. Submit the PS project schedule electronically (pdf, tiff or jpeg format not acceptable)- and hard copy format
- B. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by the City Representative. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
- C. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.
- D. Owner furnished materials and equipment if any, identified as separate activities.

E. Dependencies (or relationships) between activities.

F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

G. Separate buildings and other independent project elements shall be individually identified in the network.

H. Twenty-one (21) days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

I. Interface with the work of other Contractors (or entities).

No unspecified milestones, contractor-designated Constraints, Float suppression techniques, or use-of-Activity durations, logic ties and/or sequences deemed unreasonable by the City Representative shall be used in the Construction Schedule.

The Design-Builder shall submit the reports and the number of copies as required under Section 13.05 of these General Construction Terms and Conditions.

The City Representative will review the proposed Construction Schedule for conformance with the requirements of the Contract Documents. Within ten (10) days after receipt, the City's Representative will accept the Construction Schedule or will return it with comments. If the proposed Construction Schedule is not accepted, the Design-Builder shall revise the schedule to incorporate comments and become the Construction Schedule. The Design-Builder shall have the right to modify the schedule to alter sequences or durations of work in the interests of the Project provided it gives timely notice to the City of such modifications. The City shall have the right to reasonably object to any modifications. In the event of such objection by the City, the Design-Builder will not make the modification(s).

An accepted Construction Schedule, as referenced above, shall be incorporated into the Project Schedule developed under the Design-Build Agreement and be the basis for evaluating construction job progress and for Owner planning purposes. The responsibility for developing the Project and Construction Schedules and monitoring actual progress as compared to the Project Schedule rests with the Design-Builder. The Project Schedule shall be the basis for evaluating time extension requests.

Failure of either the Project Schedule or the Construction Schedule to include any element of the Work or any inaccuracy in either Schedule will not relieve the Design-Builder from responsibility for accomplishing all the Work in accordance with the Contract Documents.

Acceptance of the Project Schedule and/or the Construction Schedule will not relieve the Design-Builder of the responsibility for accomplishing the Work in accordance with the Contract Documents.

Section 13.02. Not Used.

Section 13.03. Monthly Updates.

The Design-Builder shall submit to the City's Representative each month an up-to-date status report of the Work. The status report shall include:

- A. The Design-Builder's estimated percentage complete and remaining duration for each activity not yet complete.
- B. Actual start/finish dates for activities as appropriate.
- C. Identification of processing errors, if any on the previous update reports.
- D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
- E. Best efforts to identify activities that are affected by Proposed Change Orders issued during the update period. The parties recognize that depending on the nature, amount, or timing of changes this may be difficult to accomplish..
- F. Best efforts to resolve any conflicts between actual work progress and schedule logic. When out of sequence activities develop in the Construction Schedule because of actual construction progress, the Design-Builder shall submit revision to schedule logic to conform to current status and direction. The parties recognize that depending on the nature, amount, or timing of changes this may be difficult to accomplish.

The Project Schedule shall be updated monthly throughout the entire Project performance period until Project completion is achieved.

The City's Representative will review the updated information and meet with the Design-Builder each month at the Site to determine the status of the Work. If agreement cannot be reached on any issue, the Design-Builder will use the City Architect's determination in the processing of the update.

No progress payments will be made without the required monthly update of the Project Schedule.

Section 13.04. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the City's Representative, from the Construction Schedule, the Design-Builder shall submit within fifteen (15) days a revised schedule to the City's Representative for acceptance. The accepted updated Construction Schedule shall be incorporated into an updated Project Schedule and submitted to the City Representative. Updating the Construction Schedule to reflect actual progress shall not be considered revisions to the Construction Schedule.

When a Proposed Change Order is issued which has the potential to impact specified completion dates, a revision shall be prepared by the Design-Builder to reflect the impact of such changes as expeditiously as is reasonably possible in light of the nature, quantity and timing of potential changes. The City's Representative will promptly review and act on the revision. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Article 14 of these General Conditions. No additional cost beyond that provided in Article 15 will be allowed for the incorporation of approved Proposed Change Orders

into the Construction Schedule, except that, if City Initiated Changes, as defined and described in Section 15.02, exceed twelve percent (12%) of the Contract Sum, the Design-Builder shall be entitled to compensation for its added costs of updating and maintaining the schedule as a result of such changes. Such added costs must be properly substantiated by supporting data.

Should the Design-Builder, after acceptance of the Construction Schedule, intend to change its plan of Construction, it shall submit its requested revisions to the City's Representative, along with a written statement of the revision, including a description of the logic for rescheduling the Work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City's Representative, they will be incorporated into the Construction Schedule and the Project Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of update information. The Owner will have seven (7) days to review the revisions.

Section 13.05. Construction Schedule Report.

Together with the monthly schedule updates, the Design-Builder shall submit a report for the proposed Construction Schedule, Construction Schedule Updates, Construction Schedule Revisions and Recovery Schedules that outlines a clarification/explanation of items such that City is informed of the approach used to plan and sequence the work, coordinate with other contractors to the extent applicable, and resource and cost load the Construction Schedule. This narrative shall also address the following: (1) description of Work performed during the reporting period; (2) Description of the primary, secondary and tertiary Critical Paths; (3) description of the Work anticipated to be performed during the next reporting period; (4) number of days ahead/behind the Completion Date; (5) discussion of the changes to the primary Critical Path since the prior month's update; (6) description of problem areas and anticipated problem areas; (7) current and anticipated delays including cause of delay, corrective actions taken, and impact of the delay on other activities, milestones, and completion dates; (8) the actual weather days used (9) pending items (change orders, requests for time extensions, etc) and status thereof.

Section 13.06. Short Interval Schedules.

The Design-Builder shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week and it shall be tied to the updated Construction Schedule. The SIS shall be submitted to the City's Representative prior to the weekly construction meeting. The Design-Builder shall participate in short interval scheduling coordination during the weekly construction meetings.

Section 13.07. Time of Essence.

Time is of the essence. The Design-Builder shall, to the fullest extent possible, carry on the various classes or parts of the Work 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 City's Representative.

Section 13.08 Date of Completion.

The Design-Builder shall fully and satisfactorily complete the Work within the Contract Time. The Date of Completion is set forth in the Design-Build Agreement.

Section 13.09 Responsibility for Completion.

The Design-Builder shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted Project Schedule. Unless there are excusable and/or compensable grounds for delay, if work on the critical path is seven (7) days or more behind the currently updated Project Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Design-Builder will implement whatever steps it deems necessary to make up all lost time. The City reserves the right to deny permission for extra work on days or nights where activities in Quarry Park may be impacted by the work. A denial of permission to work on certain weekend days or nights or certain hours will not excuse Design-Builder's lack of maintaining the schedule. If the Design-Builder's solution is not successful, it will make further attempts using the following sequence of events:

A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

B. If the above cannot be achieved then;

1. The Design-Builder shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City's Representative, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City's Representative the backlog of work.
2. In addition, the City's Representative may require the Design-Builder to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City's Representative finds the proposed recovery schedule unacceptable, it may require the Design-Builder to submit a new plan. If the actions taken by the Design-Builder or the second plan proposed are unsatisfactory, the City's Representative may require the Design-Builder to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Float, the amount of time an activity can be delayed without affecting the Completion Date, is considered a project commodity jointly shared between City and Design-Builder and shall be used in the best interest of completing the Project on time by the party who needs it first.

Failure of the Design-Builder to comply with the requirements of this Section 13.09 shall be considered grounds for a determination by the City, pursuant to the Design-Build Agreement and these General Construction Terms and Conditions, that the Design-Builder is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

Section 13.10. Daily Reports.

No less than on a weekly basis, the Design-Builder's superintendent shall submit to the City Representative daily reports on the City's furnished form. If the Design-Builder enters the daily reports electronically, then the Design-Builder shall place the daily report in a 'locked' status, on a weekly basis, such that it may no longer be modified. The daily reports shall include, without limitation, the identity of subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; and any problems encountered.

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.

The Design-BUILDER shall not be granted an extension of time except on the issuance of a Change Order, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Design-BUILDER or the City or its agents. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions beyond the number of days included in the weather allowance in the Project Schedule in which the City's Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Design-BUILDER or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Design-BUILDER's control. An Excusable Delay will entitle the Design-BUILDER to an extension of the Contract Time, in accordance with this Section of the General Construction Term and Conditions and shall not entitle the Design-BUILDER to any adjustment of the Contract Sum but shall be a permitted use of the Design-BUILDER's Contingency for the period of delay.
2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the City or its agents, and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay entitles the Design-BUILDER to an extension of the Contract Time and an adjustment of the General Conditions at the time of the contract extension based on actual General Conditions costs as allowed by the Contract Documents but not to exceed the daily rate of **One thousand dollars (\$1,000.00)** for every day of delay to the date of Substantial Completion. Except as provided herein, the Design-BUILDER shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Design-BUILDER to an extension of the Contract Time or an adjustment of the Contract Sum and subjects the Design-BUILDER to liquidated damages.

B. The Design-BUILDER may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any allowed adjustment of the Contract Sum shall be based on an adjustment of the General Conditions at the time of the contract extension based on actual General Conditions costs as allowed by the Contract Documents but not to exceed the daily rate of **One thousand dollars (\$1,000.00)**. For the period of concurrency, the adjustment is a permitted use of the

Design-Builder's Contingency. An increase in the Contract Sum shall be based only on the non-concurrent portion of any Compensable Delay.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, from commencement of the first Excusable and/or Compensable Delay to the cessation of the Excusable Delay and/or the Compensable Delay. For the concurrency period, regardless of whether with an Excusable or Compensable Delay, the Design-Builder shall be entitled to an adjustment of the Contract Sum based on an adjustment of the General Conditions at the time of the contract extension based on actual General Conditions costs as allowed by the Contract Documents but not to exceed the daily rate of **One thousand dollars (\$1,000.00)** and not to include any delays between Substantial and Final Completion, which shall be a permitted use of the Design-Builder's Contingency but not an increase in the Contract Sum. An increase in the Contract Sum shall be based only on the non-concurrent portion of any Compensable Delay. The non-concurrent Inexcusable Delay will not entitle the Design-Builder to an extension of the Contract Time or an adjustment of the Contract Sum and subjects the Design-Builder to liquidated damages.

Delays in the prosecution of parts or classes of the Work, which do not prevent or delay the completion of the whole Work within the Contract Time, are not Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Design-Builder foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Design-Builder regards as good cause for an extension, the Design-Builder shall notify the City's Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Design-Builder to constitute good cause for an extension and a quantification of the length of the requested extension of time together with a detailed schedule analysis showing the effect of the delay on the critical path of the Project Schedule and a quantification of the length of the requested extension of time. Failure of the Design-Builder to submit such a notice within fifteen (15) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Design-Builder of any entitlement to a time extension, as well as to any associated additional compensation, and no extension shall be granted as a consequence of such delay. The City shall have no obligation to consider any time extension request unless the requirements of the Contract Documents are complied with.

The City shall consider and respond promptly to time extension requests that comply with the terms of the Design-Build Agreement and the Construction Documents. The City shall not be liable for any constructive acceleration due to failure to grant time extensions should the Design-Builder fail to comply with the requirements of the Construction Documents for time extension requests.

Section 14.03. Investigation; Procedure.

Upon receipt of a request for extension, the City's Representative shall investigate facts asserted by the Design-Builder to constitute good cause for an extension. The City's Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Design-Builder in writing within ten (10) days of receipt of the request and shall indicate whether it will recommend for or against the extension. Upon receiving the City's Representative's recommendation, the Design-Builder may either concur in the recommendation, or reject the recommendation and proceed with a claim as provided for in Article 23.

Section 14.04. Discretionary Time Extensions for Best Interest of City.

The City reserves the right to extend the time for completion of the Work if the City determines that such extension is in the best interest of the City. In the event that a discretionary extension is granted at the request of the Design-Builder, the City shall have the right to charge to the Design-Builder all or any part, as the City may deem proper, of the actual cost of project management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment.

In the event a discretionary time extension is ordered over the objection of the Design-Builder, and the decision rests solely with the City and is not legally compelled for any cause, the Design-Builder shall be entitled to a Change Order adjusting the price paid to reflect the actual costs incurred by the Design-Builder as a direct result of the delay, upon its written application therefore, accompanied with such verification of costs as the City's Representative requires. The decision of the City on any discretionary time extension and the costs thereof shall be final and binding on the City and the Design-Builder.

Section 14.05. Liquidated Damages.

If the Work is not completed by the Design-Builder in the time specified in the Design-Build Agreement, or within any period of extension authorized pursuant to this Article, the Design-Builder 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 Design-Builder and the City that the Design-Builder shall pay to the City as fixed and Liquidated Damages, and not as a penalty, the sum specified in the Design-Build Agreement, and that both the Design-Builder and the Design-Builder's surety shall be liable for the total amount thereof, and that City may deduct Liquidated Damages from any monies due or that may become due to the Design-Builder.

Pursuant to Government Code Section 4215, the Design-Builder shall not pay fixed and Liquidated Damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Section 14.06. Extension of Time Not a Waiver.

Any extension of time granted the Design-Builder pursuant to this Article shall not constitute a waiver by the City of, nor a release of the Design-Builder from the Design-Builder's obligation to perform its Work in the time specified by the Design-Build Agreement, as modified by the particular extension in question.

The City's decision to grant a time extension due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Design-Builder as a precedent for any other request for extension.

Section 14.07. Effect of Stop Work Notice.

If the City issues a Stop Work Notice pursuant to Article 9, 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 the Design-Builder is to perform. In such event, the Design-Builder shall not be entitled to any damages or compensation on account of such suspension or delay, unless the Design-Builder can establish that Stop Work Notice was not warranted.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.

Subject to the Design-Builder's right to access the Contingencies and Allowances, Design-Builder will complete the Project for the Contract Sum, except as provided below. Design-Builder agrees, for itself and on behalf of its Subcontractors and Suppliers, that no increase in the Contract Sum will be made for work that Design-Builder or its Subcontractors and Suppliers might otherwise claim as a Change Order or extra work unless Design-Builder establishes that the additional cost is the result of one of the following:

- A. A material change in the scope of work directed or authorized by the City;
- B. A change required by regulatory authorities (including inspections) that was not reasonably ascertainable from the Contract Documents and not reasonably inferable from Design-Builder's or Subcontractor's knowledge of local practices or circumstances;
- C. Regulatory fees not included in the Contract Sum or excluded by the Contract Documents;
- D. Differing Site Conditions under Section 15.10;
- E. Whenever costs are more than or less than Allowances, if any, and the City's Contingency, the compensation shall be adjusted accordingly by Change Order, and the amount of the Change Order shall reflect the difference between actual costs and the Allowances and City's Contingency; or
- F. Wrongful acts of City or a separate contractor employed by City, or by damage to the Work caused by fire or other unavoidable casualties not the fault of the Design-Builder or Subcontractors or Suppliers.

Design-Builder further acknowledges that its contractual obligation to indemnify City extends to claims asserted by Subcontractors or Suppliers seeking compensation for alleged Change Orders or extra work for which City is not liable to Design-Builder as a result of these provisions. Subject to the provisions in Article 4 of the Design-Build Agreement, nothing in this section shall foreclose Design-Builder from access to the Design-Builder's Contingency for properly incurred Costs of the Work that are attributable to causes for which a Change Order is prohibited by this section.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order, signed by the City, or by a Directive (signed by either the City or the City's Representative) stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Design-Builder from proceeding with the prosecution of the work so changed. The Design-Builder shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change, including permitted uses of Contingencies and Allowances requested by the Design-Builder, or that may have been ordered by the City, including all items listed in Section 15.06 and 15.07, below.

Change Orders 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 or those established under Section 15.06 and 15.07.

Substitutions may be considered Construction Change Directives.

Section 15.02. Change Orders.

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 Construction Documents. Changes may be made pursuant to a written Change Order (signed by the City), which shall state the agreement of the City, the Design-Builder, and the Architect, to all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

The City may also issue unilateral Change Orders based upon a previously issued Directive. Unilateral Change Orders shall be approved by the City and the City Representative, but need not be signed by the Design-Builder.

All adjustments to the Contract Sum or the Contract Time must be approved by the City.

Signature by the Design-Builder on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Design-Builder in connection with performance of the change work.

Section 15.03. Not Used.

Section 15.04. Change Orders Regarding Time for Completion.

Any time extension authorized by the City pursuant to Article 14 hereof shall be set forth in a Change Order signed by the City.

Section 15.05. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A Directive shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. Directives shall be approved by the City and the Architect, but need not be signed by the Design-Builder. Upon receipt of a Directive, the Design-Builder shall promptly proceed with the change in the Work involved. It is the intent of the City that all Directives will be converted to a Change Order.

When a Directive is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Design-Builder on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Directive as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Design-Builder in connection with performance of the changed work.

If the Design-Builder disagrees with the method for adjustment in the Contract Sum, the adjustment

shall be determined by the City Representative on the basis of any of the methods described in Section 15.06A, Paragraphs 2, 3, or 4.

Section 15.06. Pricing of Changes.

A. The following pricing methods shall apply to (1) permitted uses of any Contingency or Allowance or (2) any change order or Directive that provides for an adjustment to the Contract Sum:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices as mutually agreed upon;
3. The City Representative's estimate of the value of the change; or
4. A "cost plus" adjustment subject to the limitations in Section 15.08.

Section 15.07. Allowable Costs.

A. Allowable costs for any Change Order or permitted use of contingency or allowance shall be limited to the following:

1. Costs of labor, including social security, Medicare and unemployment insurance, fringe benefits required pursuant to Article 7, and workers' compensation insurance;
2. Costs of first line supervision labor, including labor burden as described in Paragraph 1. "First Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;
3. Actual cost of the project superintendent associated with any period of compensable delay caused by issuance of the Change Order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the Overhead;
4. Actual costs of materials, including sales tax and delivery;
5. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Design-Builder or others;
6. Overhead and Profit as specified below. "Overhead" shall include the following:

Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office and administrative expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, builder's risk insurance, all taxes; and all other expenses not specifically included in Paragraph A above.

- B. For changes above the Contract Sum, the following markups shall apply: (1) the Design-Builder's combined Overhead and Profit for Work performed by its own forces shall be fifteen percent (15 %) of the costs specified in Section 15.07A (1)-(5); (2) if the changed Work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of fifteen percent (15%) of its labor, material and rental costs for Overhead and Profit, and the Design-Builder shall be allowed to mark-up the Subcontractor's price ten percent (10%) for its Overhead and Profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed twenty-five percent (25%).
- C. For permitted use of the Contingencies or Allowances included in the Contract Sum, the following markups apply: (1) the Design-Builder's combined Overhead and Profit for Work performed by its own forces shall be its actual fee as noted in its Proposal plus its actual percentage as noted in its Proposal of costs for bonds and insurance of the costs specified in Section 15.07 (1) – (5) unless previously paid; (2) If the changed Work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of up to fifteen percent (15%) as determined by the Design-Builder, for its labor, material and rental costs for Overhead and Profit and the Design-Builder shall be allowed to markup the Subcontractor's price its actual fee as noted in its Proposal plus its actual percentage as noted in its Proposal of costs for bonds and insurance for its Overhead and Profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed twenty two percent (22%).
- D. If the net value of a change results in a credit from the Design-Builder or subcontractor, the credit shall be the actual net cost. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

Section 15.08. Time and Materials Adjustment.

- A. Record Keeping. In the event that the pricing method selected is the "time and materials" method described in Section 15.06A, Paragraph 4, the pricing shall be calculated using the formula and costs set forth in Section 15.07, except that time and material (T&M) labor rates shall be pre-approved by the City Representative for T&M work. The Design-Builder shall keep and present daily, in such form as the City Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the City's Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Design-Builder and the City's Representative shall discuss and attempt to resolve any disputes concerning the Design-Builder's daily records at the time the report is submitted.
- B. Reconciliation. The Design-Builder shall on a monthly basis accompanying its progress payment submissions submit a reconciliation for all work performed under a cost plus Directive during the period of the progress payment. A final reconciliation shall be submitted within thirty (30) days after the work of the Directive is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

Section 15.09. Effect on Sureties.

All changes authorized by the Construction Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

The City may require additional payment or performance bonds to secure a Change Order.

Section 15.10. Differing Site Conditions.

If the Contract Documents require the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

- A. If any of the following described conditions is suspected to exist in the trench or excavation, the Design-Builder shall promptly, and before the condition is disturbed, notify the City's Representative, in writing, of any:
 1. Material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the Site differing materially from those indicated by information about the Site made available prior to the deadline for submitting proposals.
 3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. Upon receipt of notice from the Design-Builder, the City's Representative, the City and the City Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive under the procedures described in the Contract Documents.
- C. If a dispute arises between the City and the Design-Builder as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Design-Builder shall not be excused from any scheduled completion date provided for by the Construction Documents, but shall proceed with all Work to be performed under the Contract Documents. The Design-Builder shall retain any and all rights provided either by the Contract Documents or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- D. No cost or time adjustment, which results in a benefit to the Design-Builder, will be allowed unless the Design-Builder has provided the required written notice under Paragraph A of this Section 15.10.
- E. Nothing in these provisions relieves the Design-Builder of its design obligations, including, without limitation, for geotechnical work. All such design obligations must be performed

according to the professional standard of care stated in the Design-Build Agreement. In the event the Design-Builder makes a claim for differing site conditions, and as a condition to such claim, the Design-Builder will be required to establish that its design work related to the site, subsurface conditions and geotechnical conditions, did not fall below the standard of care.

F. No cost or time adjustment will be allowed under the provisions specified in this Section for any effects caused on unchanged work.

As between the Design-Builder and the City, the City is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site if such utilities are not identified in the Plans and Specifications, provided the failure to locate such facilities on the Plans and Specifications is not due to Design-Builder's services following below the standard of care and/or could not reasonably be assumed to be a component of the existing Site. If the Design-Builder, while performing its work, discovers utility facilities not identified in the Plans or Specifications, it shall immediately notify the City and the associated utility in writing. Thereafter, and provided it has given such notice, the Design-Builder shall be entitled to an adjustment of the Contract Sum and an extension of the Contract Time, in accordance with Articles 14 and 15 of these General Construction Terms and Conditions, for the costs of locating, repairing damage not due to the failure of the Design-Builder to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work when such costs and time are caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding anything to the contrary herein, the City is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

ARTICLE 16. NOT USED

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship.

The City shall have the right to reject materials and workmanship, which are determined, by the City's Representative or the Project Inspector to be defective or fail to comply with the Contract Documents. Rejected workmanship shall be corrected to the satisfaction of the City and/or City Architect, and rejected materials shall be removed from the premises and replaced, all without added cost or time to the City.

If the Design-Builder does not correct such rejected work and/or materials within a reasonable time, fixed by the City's Representative or the City Architect in a written notice to the Design-Builder, the City may correct the same and charge the expense to the Design-Builder, and deduct such expense from the next payment otherwise payable to the Design-Builder.

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 Design-Builder agrees that an equitable deduction from the Contract Sum shall be made therefore.

Section 17.02. Correction of Work.

The Design-Builder shall promptly correct all work rejected by the City's Representative, Project Inspector or the City Architect as defective or as failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Design-Builder shall bear all costs of correcting such rejected work including compensation for the City Architect's, Project Inspector's and the City's Representative's additional services.

If within one **(1) year** after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Design-Builder shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the City, promptly after receipt of a written notice from the City unless the City has previously given the Design-Builder a written acceptance of such condition. The City shall issue a correction notice promptly after discovering the condition. The Design-Builder shall notify the City upon completion of repairs. This obligation shall survive termination of the Design-Build Agreement with respect to work in place prior to termination.

The Design-Builder shall bear the cost of making good work destroyed or damaged by such correction or removal.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Design-Builder might have under the Construction Documents or by operation of law. The establishment of the time period of one (1) year after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Construction Documents, relates only to the specific obligation of the Design-Builder to correct the Work and has no relationship to the time within which an action may be commenced to establish the Design-Builder's liability with respect to its obligations other than specifically to correct the work.

ARTICLE 18. CITY'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the City for Convenience.

The City may at any time and for any reason, terminate, in whole or in part, the Design-Builder's Work at the City's convenience. Termination shall be by written notice to the Design-Builder. Upon receipt of such notice, the Design-Builder shall, unless the notice directs otherwise, immediately discontinue its work and the placing of orders for materials, facilities and supplies in connection therewith, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the City, or at the option of the City, the City shall have the right to assume those obligations directly, including all benefits to be derived there from. The Design-Builder hereby assigns to the City all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Following receipt of notice of termination, the Design-Builder shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

Upon such termination, the Design-Builder shall be entitled to payment only as follows: (1) the

1 Design-Builder's direct, actual cost of the Work allocable to the portion of the Work completed in
 2 conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable
 3 to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid
 4 costs of any items delivered to the Project Site which were fabricated for subsequent incorporation
 5 in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus
 6 (3) an allowance of ten percent (10%) of the foregoing costs for the Design-Builder's overhead
 7 and profit; plus (4) any proven losses with respect to materials and equipment directly resulting
 8 from the termination; plus (5) reasonable demobilization costs. The costs referred to in this section
 9 shall be calculated and documented as required for a change order under Article 15 of the
 10 General Conditions, except that mark-up for overhead and profit shall be only as allowed by this
 11 section. There shall be deducted from such sums the amount of any payments made to the
 12 Design-Builder prior to the date of the termination of this Contract. The Design-Builder shall not be
 13 entitled to any claim or claim of lien against the City for any additional compensation or damages
 14 in the event of such termination and payment beyond that provided for in this Section.

15
 16 In connection with any termination for convenience, the Design-Builder shall allow the City, City
 17 Representative or any authorized representative(s) to inspect, audit, or reproduce any records to
 18 the extent necessary for the City or City Representative to evaluate and verify the costs incurred
 19 by the Design-Builder in performing the Work, including direct and indirect costs such as overhead
 20 allocations. The Design-Builder will make this material available upon 48-hours' written notice
 21 from the City or City Representative. The City and City Representative may inspect and copy,
 22 from time to time and at reasonable times and places, any and all information, materials and data
 23 of every kind and character (hard copy, as well as computer readable data if it exists), including
 24 without limitation, books, papers, documents, subscriptions, recordings, estimates, price
 25 quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,
 26 daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or
 27 other financial statements, and any and all other information or documentation that may, in the
 28 judgment of the City or City Representative, have any bearing on or pertain to any matters, rights,
 29 duties, or obligations under or covered by the Contract Documents. Such records shall include
 30 but not be limited to, the following: accounting records, payroll records, job cost reports, job cost
 31 history, margin analysis, written policies and procedures, subcontract files (contracts,
 32 correspondence, change order files, including documentation covering negotiated settlements),
 33 back charge logs and supporting documentation, general ledger entries detailing cash and trade
 34 discounts earned, insurance rebates and dividends, and any other documents customarily
 35 maintained by contractors performing work on public works projects or that the City or City
 36 Representative otherwise deem necessary to substantiate charges related to a termination.

37
 38 If this Contract is terminated for default under Section 18.02 and if it is later determined that the
 39 default was wrongful, such default termination automatically shall be converted to and treated as a
 40 termination for convenience under this section. In such event, the Design-Builder shall be entitled
 41 to receive only the amounts payable under this section, and the Design-Builder specifically waives
 42 any claim for any other amounts or damages, including any claim for consequential damages or
 43 lost profits.

44
 45 Section 18.02. Termination by the City for Cause.

46 The City may terminate the Contract and/or the Design-Builder's right to proceed with the Work,
 47 pursuant to the provisions of this Article, for the following causes:
 48

- A. The Design-Builder is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed due to the insolvency of the Design-Builder.
- B. The Design-Builder or any of its Subcontractors violate any of the material provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
- C. The Design-Builder or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
- D. The Design-Builder or a Subcontractor persistently disregards laws, ordinances, or the instructions of the City Representative, City Architect or the City.
- E. The Design-Builder fails to abide by a stop work notice issued pursuant to Article 9 or fails to correct rejected work or materials as required by Article 17.
- F. The Design-Builder fails to provide and keep in full force and effect all insurance required by the Contract Documents 3, or fails to cause all Subcontractors to so comply.
- G. The Design-Builder fails to supply sufficient properly-skilled workers or proper materials.
- H. The Design-Builder commits any substantial violation of the terms and conditions of the Contract Documents which the City, in its sole discretion, finds to be a material breach of the Contract.

Section 18.03. Procedure for Termination for Cause.

The City may, without prejudice to any other right or remedy, give written notice to the Design-Builder and its surety or sureties of its intention to terminate the Contract and/or the Design-Builder's right to proceed with the Work.

Unless within seven (7) days of the delivery of such notice, the Design-Builder shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Design-Builder and the City, the Design-Builder's right to complete the Work shall cease and terminate.

In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Design-Builder and the surety shall have the rights and obligations set forth in the performance bond. If the City is forced to take over the Work, it may 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 Design-Builder, and the Design-Builder and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Design-Builder's materials whether stored at the Site or elsewhere, that are necessary for completion. The Design-Builder hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Whenever the Design-Builder's right to proceed is terminated, the Design-Builder shall not be entitled to receive any further payment until the Work is finished and shall be liable to the City for liquidated damages for all periods of time from such

termination date until the Date of Substantial Completion, as well as for all losses incurred by the City in completing the Work.

Section 18.04. 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," the City shall have the option, at its sole discretion, to terminate this Contract.

Section 18.05. 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 18.06. Survival of Obligations.

No termination of this Contract or of the Design-Builder's right to proceed with the Work shall excuse or otherwise relieve the Design-Builder of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract Documents, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Design-Builder's responsibilities under the Contract Documents with respect to Work performed prior to the date of termination survive any termination.

Section 18.07. Termination After Contract Time.

In addition to any rights it may have, the City may terminate this Contract or the Design-Builder's right to proceed with the Work at any time after the Contract Time, as adjusted by any extensions of time that the City may have granted.

Upon such termination, in addition to the Design-Builder's obligations under Section 18.06 and the other provisions of the Contract Documents, the Design-Builder shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Design-Builder shall be liable to the City for liquidated damages for all periods of time from the Contract Time, adjusted by any extensions of time that the City may have granted, until the date of Substantial Completion, as well as for all losses incurred by the City in completing the Work.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Design-Builder shall properly clean its Work and the Site, and maintain its Work area in an orderly manner. The Design-Builder shall remove all dirt, debris, waste, rubbish, and implements of service from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by the City's Representative. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

The Design-Builder, at its sole cost, shall contract with a disposal company to remove all rubbish, and shall have the refuse containers emptied at frequent enough intervals so that waste does not overflow the containers.

If the Design-Builder fails to clean up during progress or upon completion of the Work, the City may, at the Design-Builder's expense and reduce the amount of the Contract Sum, including any payment(s) due or to become due, accordingly.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance, the Design-Builder shall thoroughly clean the interior and exterior of the buildings, and the Site and adjacent areas, of all material related to its performance of the Work, including spots, stains, paint spots, trade markings and labels, and accumulated dust and dirt. In the event the Design-Builder fails to do so, the City may cause this work to be done at the Design-Builder's expense and reduce the amount of the Contract Sum, including any payment(s) due or to become due, accordingly.

The following list is not inclusive but to act as a guideline to include:

- A. Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.
- B. Cleaning interior and exterior of the buildings including all windows in any area affected by the Work.
- C. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, chalk board trays and any adjoining rooms or areas that were affected by the Work.
- D. The Design-Builder shall clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and shall repair any Site areas damaged during the course of construction.

Prior to Final Completion or Owner occupancy, the Design-Builder shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work is clean. In the event the Design-Builder fails to do so, the City may cause this work to be done at the Design-Builder's expense and reduce the amount of the Contract Sum, including any payment(s) due or to become due, accordingly.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY CITY

Section 20.01. Inspection.

When the Design-Builder believes that its Work is complete, it shall request in writing a final inspection. Before calling for final inspection, the Design-Builder shall determine that the following work has been performed:

- A. General construction has been completed.
- B. Mechanical and electrical work complete, fixtures and portables, in place, connected and ready for tryout and test.
- C. Electrical circuits scheduled in panels and disconnect switches labeled.
- D. Painting and special finishes complete.
- E. Grounds cleared of Design-Builder's equipment, raked clean of debris, and trash removed from the Site.
- F. All constructed areas and equipment cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

Final inspection will be made upon written notification from the Design-Builder to City that the Work has been completed. The Design-Builder shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from the Design-Builder that all punch list items have been corrected, re-inspection for final acceptance of the Project will be made. Failure of the Design-Builder to complete punch list items will necessitate further re-inspection. Costs of re-inspection will be deducted from any amounts due to the Design-Builder.

Section 20.02. Use of Work Prior to Acceptance.

Deleted.

Section 20.03. Repairs or Renewal in the Work.

Prior to the Date of Completion, the Design-Builder shall make all repairs or renewals in the portion of the Work occupied pursuant to Section 20.02 made necessary due to defective material or workmanship, or the operations of the Design-Builder, ordinary wear and tear accepted.

Section 20.04. Effect of Occupancy.

The City's occupancy as contemplated in this Article shall not constitute acceptance by the City of the Work or any part thereof. Such use shall neither relieve the Design-Builder of any of its responsibilities under the Construction Documents, nor act as a waiver by the City of any of the terms or conditions of the Construction Documents. Except as provided in Article 10 of Exhibit D, any damage done by the City is the responsibility of the City and the Design-Builder shall not be required to continue to maintain builder's risk insurance for any facilities occupied by the City under this Article before completion of all of the Work.

Section 20.05. Coordination with Other Activities.

The Design-Builder shall conduct its operations so as not to interfere unreasonably with the City's use of the occupied portions of the Site. The Design-Builder shall submit periodic schedules to the City's Representative proposing the times, areas, and types of work to be done within such areas.

If the Work produces conditions rendering the occupied portions of building, the Site, or other areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the City's Representative may suspend the Work or request the Design-Builder to modify the Construction Schedule, and the Design-Builder shall comply.

Except as provided by Change Order, the Design-Builder shall not be entitled to a time extension or increase in the Contract Sum by virtue of conflicts between the Design-Builder's work and the City's occupancy.

ARTICLE 21. PROJECT CLOSEOUT

Section 21.01. Design-Builder's Certificate of Completion.

When the Design-Builder determines that the Project is complete and all items on the punch list have been satisfied, the Design-Builder shall submit a Certificate of Completion to the City's Representative.

Section 21.02. Additional Submissions.

Simultaneously with the Design-Builder's Certificate of Completion, the Design-Builder shall submit the following items to the City's Representative:

A. As-built drawing information pursuant to Section 5.02.

B. Two (2) sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation, elevators, kitchen equipment, and all other equipment required by the technical specifications to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation 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.

C. Hazardous material documentation if required.

D. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the contract documents.

E. Other items as required in the Contract Documents.

Section 21.03. Final Payment Process.

Upon approval of the submittals required by this Article and receipt of the Contractor's final payment application, and upon verification that all of the Work is complete, including all punch list items, the City Representative shall either (1) recommend to the City that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the Design-Builder's final payment application, or (2) send a notice to the Design-Builder rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the Design-Builder, which written estimate shall be provided to the Design-Builder within twenty (20) calendar days of the City Representative's receipt of the Design-Builder's final payment application. The City Representative's estimate shall take into account the Contract Sum, 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 Documents. Any protest by the Design-Builder of the City Representative's estimate shall be as set forth in Section 21.04 and Article 23.

The City's Representative shall prepare a statement of final inspection, stating that the Work has been given a final inspection, that the Design-Builder has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations.

The City Representative's statement shall be transmitted to the City along with the Design-Builder's application for final payment approved by the City Representative and Project Inspector. The City Representative shall provide a copy of the statement of final inspection to the Design-Builder.

Section 21.04. Protest of the City Representative's Estimate; Claims.

If the Design-Builder contests the estimate of sums due prepared by the City Representative, the Design-Builder may file a claim in writing with the City Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Design-Builder to justify an adjustment to the City Representative's estimate. The Design-Builder's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications will constitute grounds for immediate rejection of the claim.

Failure to file a timely claim shall constitute a waiver and acceptance by the Design-Builder of the City Representative's estimate, which shall then become final and be forwarded to the City for approval of payment.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion.

The Design-Builder acknowledges and agrees that completion shall mean the Design-Builder's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Construction Change Directives and punch lists, and the City's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the City. 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.

Section 21.06. Approval of Final Payment.

Following acceptance of the Work, the City shall authorize final payment to the Design-Builder of the undisputed sums found due, subject to retentions for stop payment notices as provided in Section 21.07 below. This final payment shall be made within sixty (60) days after completion, as defined in Section 21.05 above, and recordation of the Notice of Completion.

Section 21.07. Withholding for Stop Notices.

The City may, in its sole discretion, and at any time, withhold from the Design-Builder any unpaid claims alleged in stop payment notices filed pursuant to the California Civil Code. The City reserves all remedies it may have in the event of a stop payment notice dispute. The basic standard to determine a sufficient withholding in the event of a stop payment notice shall be one hundred fifty percent (150%) of the total of all stop payment notices filed; provided, however, the City reserves the right to withhold different or greater sums in its discretion.

Section 21.08. 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. As to acts or failures to act occurring prior to substantial completion, any applicable statute of limitations shall commence and run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

Neither the final payment nor any provision in the Contract Documents shall relieve the Design-Builder of responsibility for any faulty Work under the Contract Documents. The Design-Builder shall and does unconditionally guaranty the quality and adequacy of all of Work provided under the Contract Documents including, without limitation, all labor, materials and equipment provided by the Design-Builder and its Subcontractors (of all tiers) in connection with the Work and hereby agrees,

immediately upon receiving notification from City, to remedy, repair or replace, without cost to City, all defects which may appear as a result of any faulty Work in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one **(1) year** after the Notice of Completion date for the Project. The foregoing warranty of the Design-Builder applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by the Design-Builder and/or any party retained by, through or under the Design-Builder in connection with the Project, but the foregoing warranty of Design-Builder does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to the Design-Builder, except where such changes or additions to the Project are made in accordance with the Design-Builder's directions. No guarantee furnished by a party other than the Design-Builder with respect to equipment manufactured or supplied by such party shall relieve the Design-Builder from the foregoing warranty obligation of the Design-Builder. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply.

In the event of failure of the Design-Builder to comply with above mentioned conditions within one (1) week after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at expense of the Design-Builder who hereby agrees to pay reasonable costs and charges therefore immediately on demand.

If, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City, the City will attempt to give the notice required by this Article. If the Design-Builder cannot be contacted or does not comply with the City's requirements for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Article, proceed to make such correction and the reasonable cost shall be charged against the Design-Builder. Such action by the City will not relieve the Design-Builder of the guarantee provided in this Article or elsewhere in the Design-Build Agreement and/or Construction Documents.

This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Design-Builder shall furnish City all appropriate guarantee and warranty certificates upon completion of the Project.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

The guarantee is in addition to, and not in lieu of, the City's rights under the Design-Build Agreement, these General Conditions and/or the Contract Documents.

ARTICLE 23. CLAIMS AND DISPUTES

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes 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) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to

the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Definitions.

“Claim” means a separate demand by Design-Builder 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, Design-Builder 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 City.

“Mediation” means 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.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“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 the Design-Builder or is a lower tier subcontractor.

Section 23.02. Claims Procedure.

All Claims under the Agreement shall be resolved using the following procedure.

23.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the City Representative’s estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Design-Builder may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Design-Builder present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to

support the Claim. Within 45 days of receipt of this written request, the Design-Builder shall notify the Subcontractor in writing as to whether the Design-Builder presented the Claim and, if the Design-Builder did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

23.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the claimant.

23.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.02.03 above, the City shall provide the claimant with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Design-Builder may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

23.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement.

23.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

23.02.07 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, then the City shall provide the claimant a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.

23.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the claimant sharing the

associated costs equally. The City 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. Unless otherwise agreed to by the City and the Design-Builder in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

23.02.09 If mediation is unsuccessful, then the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written Claim pursuant to Section 23.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

23.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.02.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

(d) The court may, upon request by any party, order any witnesses to participate in

arbitration process.

Any suit filed under Public Contract Code section 20104.4 shall be venued in Placer County.

In any suit filed under Public Contract Code section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.03. Claim Certification.

Design-Builder acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code sections 12650 *et seq.*). Submission by Design-Builder of any claim (as the term "claim" is defined in False Claims Act) to the City in connection with the Project, whether on its behalf or on behalf of a Subcontractor or material supplier, shall constitute a representation by Design-Builder to the City that submission of the claim does not in any respect, violate the False Claims Act. Any party with an interest in the claim, including Design-Builder and any Subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the City, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation City might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this section shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with reference to the California False Claims Act, Government Code sections 12650 *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the City does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

Company_____

Signature _____

Title_____

Section 23.04. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Contract Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Design-Builder agrees to continue the Work diligently to completion. If the dispute is not resolved, the Design-Builder agrees it will neither rescind the Design-Build Agreement, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. Conflict of Interest.

The City has adopted Conflicts Guidelines as required by Public Contract Code section 22162, a copy of which is attached and incorporated herein by reference. Design-Builder shall assure

compliance with the Conflicts guidelines at all times during the Project.

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 design and/or construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in the contract or in any part thereof.

No officer, employee, architect, attorney, consultant, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the Construction of the Project shall become directly or indirectly interested personally in the contract or any part thereof.

Section 24.02. No Oral Agreements.

No oral agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Design-Build Agreement shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement or conversation entitle the Design-Builder to any additional payment or time to perform under the terms thereof.

Section 24.03. Anti-Trust Assignment.

By execution of the Design-Build Agreements, or any Subcontract awarded by the Design-Builder, the Design-Builder 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 the Design-Builder or Subcontractor may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright 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 the Contract Documents or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to the Design-Builder, without further acknowledgement by the parties.

Section 24.04. Design-Builder Not Agent, Nor Employee.

Neither the Design-Builder 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 for any purpose whatsoever. No person employed by the Design-Builder, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the City.

Section 24.05. Access to Records.

The City or the City's Authorized Representative shall have access, upon reasonable notice, during normal business hours, to any books, contracts, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Design-Builder and all subcontractors directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any permitted use of the Contingencies or Allowances, Change Order prospective or executed, or any claim for which additional compensation has been requested.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the City's cost.

DIVISION 1 GENERAL REQUIREMENTS

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The following constitute the Division 1 General Requirements applicable to the Project.


[BACK TO AGENDA](#)

City Council Report

Subject: Camping on Public and Private Property

Submitted by: Steven Rudolph, City Attorney

Date: July 25, 2017

Staff Recommendation: Introduce an amendment to Chapter 9.24 of Title 9 of the Rocklin Municipal Code regarding camping on public and private property; waive the full reading of the ordinance; and continue to the next regular meeting for adoption.

DISCUSSION

The City recently adopted Ordinance 1074 repealing and replacing Chapter 9.24 of Title 9 of the Rocklin Municipal Code regarding camping on public property, but not addressing camping on private property. As a result of citizen and business owner concerns regarding incidents of camping on private property within the City of Rocklin, the proposed amendment broadens the scope of the camping ordinance to include camping on private property.

The proposed new Chapter 9.24 prohibits camping on private property, except in the following situations:

- Provided there are adequate sanitary conditions and proper waste disposal, camping on private property is permitted in the following situations:
 - Persons camping upon their own land or persons camping with the owner of the land.
 - Persons camping with the written consent of the owner of the land, for not more than 2 consecutive nights, provided such written consent is in their possession at the time and is shown upon demand by any peace officer.
 - Persons lawfully camping within campgrounds or trailer parks approved pursuant to City Ordinance.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:**Findings:**

- The City's current ordinance should be modified to include regulations governing camping on private property.

Conclusion:

- In order to maintain public property in a manner that protects the health, safety and welfare of the community, it is in the best interests of the City to adopt a more comprehensive ordinance regulating camping on both public and private property.

Recommendations:

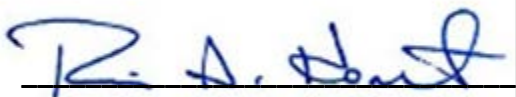
- Move to introduce an amendment to Chapter 9.24 of Title 9 of the Rocklin Municipal Code regarding camping on public and private property; waive the full reading of the ordinance; and continue to the next regular meeting for adoption.

Alternatives:

- Do not introduce the proposed ordinances.
- Provide further direction to staff.

Fiscal Impact:

There are no immediate fiscal impacts.



Ricky A. Horst, City Manager
Reviewed for Content



Steven P. Rudolph, City Attorney
Reviewed for Legal Sufficiency

Attachments:

Exhibit A - An ordinance amending Chapter 9.24 of Title 9 of the Rocklin Municipal Code regarding camping on public and private property; waive the full reading of the ordinance; and continue to the next regular meeting for adoption. (Redline)

Exhibit B - An ordinance amending Chapter 9.24 of Title 9 of the Rocklin Municipal Code regarding camping on public and private property; waive the full reading of the ordinance; and continue to the next regular meeting for adoption. (Clean)

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
~~REPEALING AND REPLACING~~AMENDING CHAPTER 9.24 OF TITLE 9 OF THE
 ROCKLIN MUNICIPAL CODE REGARDING CAMPING ON PUBLIC
 AND PRIVATE PROPERTY**

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

Section 1. **Purpose.** The streets and public property within the City of Rocklin should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to make use of these areas for their proper function. Such activity can constitute a public health and safety hazard that adversely impacts neighborhoods, commercial property and the general welfare of the city. The purpose of this chapter is to maintain streets, parks and other public property, and private lands, within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping associated with special events can be beneficial to the cultural and educational climate in the city.

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. **Amendment of Chapter 9.24.** Chapter 9.24 of Title 9 of the Rocklin Municipal Code is hereby ~~repealed in its entirety and replaced~~amended to read as follows:

Chapter 9.24 – CAMPING ON PUBLIC AND PRIVATE PROPERTY

9.24.010 - Purpose.

The streets and public property within the City of Rocklin should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to make use of these areas for their proper function. Such activity can constitute a public health and safety hazard that adversely impacts neighborhoods, commercial property and the general welfare of the city. The purpose of this chapter is to maintain streets, parks and other public property, and private lands, within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping associated with special events can be beneficial to the cultural and educational climate in the city.

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9.100.020 - Definitions.

A. "Camp" means to do any of the following:

1. To sleep any time between the hours of nine p.m. and nine a.m. in any of the following places:
 - a. Outdoors with or without bedding, tent, hammock or other similar protection or equipment.
 - b. In or under any structure not intended for human habitation, whether with or without bedding, tent, hammock, or other similar protection or equipment.
 - c. In, on or under any parked vehicle, including an automobile, bus, truck, travel trailer or other recreational vehicle.

B. "Camp facilities" means temporary structures, equipment or vehicles used to camp, including, but not limited to, tents, huts, temporary shelters, trailers or vehicles, if the vehicle or trailer is being used for habitation.

C. "Camp paraphernalia" means implements and equipment used while camping including, but not limited to, tents, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, stoves, lanterns and operational cooking equipment.

D. "Campsite" includes any location used for the purposes of camping.

E. "Habitation" means the intentional use of a space as temporary or permanent living quarters.

F. "Private property" means all privately-owned property including, but not limited to, privately-owned streets, sidewalks, alleys, ways, creeks, waterways, lots, parcels and other forms of improved or unimproved land or real property.

GF. "Public property" means property owned or controlled by the City of Rocklin, including but not limited to, parks, trails, streets, sidewalks, and open space areas.

HG. "Recreational vehicle" means a vehicle or trailer as defined in Rocklin Municipal Code Section 17.08.130(B)(5).

IH. "Setting up campsite" means to, at any time, establish or maintain outdoors or in, on or under any structure not intended for human habitation, at any time during the day or night, a

Page 2 of

Ord. No.

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temporary or permanent place for cooking or sleeping, by setting up any bedding, including, but not limited to, a sleeping bag, blanket, mattress, tent, hammock or other sleeping equipment or by setting up any cooking equipment with the intent to use that location for sleeping or habitation.

J. “Store” means to put aside or accumulate for use when needed, to put for safekeeping or to place or leave unattended in a location.

K. “Unattended Property” means any personal property, including “camp paraphernalia which appears to have been abandoned, discarded, or disregarded by its owner; or property which has been left unattended for an unreasonable amount of time. An “unreasonable” amount of time may be any amount of time, however, any property left unattended for twelve hours or more shall be considered unattended per se.

9.100.030 - Unlawful camping.

A. No person shall camp anywhere in the City of Rocklin on public or private property, except as hereinafter expressly permitted in Sections 9.100.040 and 9.100.050 of this chapter.

B. It shall be an affirmative defense under this chapter for any person, without the purpose of habitation, to temporarily occupy and use a vehicle for emergency reasons such as escape from or avoidance of an abusive person(s), avoidance of driving a vehicle while under the influence of alcohol or drugs, even though the person may sleep during the period of that use. For purposes of this section, “temporarily occupy” means a duration of twelve hours or less.

C. Camping, otherwise authorized under this chapter, shall not be permitted when conducted in such a manner as to create noise, inadequate sanitation, involve the use of open flames, or is conducted in a manner that poses a danger to the health, safety and general welfare of the surrounding property or to other persons lawfully using surrounding property.

9.100.040 - Permitted Camping on Public Property.

Camping is permitted on public property in the City of Rocklin only under the following circumstances:

A. On public property specifically set aside and clearly marked for public camping purposes.

B. In conjunction with events authorized and expressly provided for in a special event permit issued by the City of Rocklin.

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Ord. No.

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C. In designated areas on public property in conjunction with community or sporting events. Camping in connection with a community or sporting event shall not exceed three (3) consecutive nights and only in areas identified by the city manager or his/her designee.

D. Inside a licensed and registered recreational vehicle while on a public residential street and as guests of owners or occupants of a residence within one hundred (100) feet of the location where the recreational vehicle is parked. Power cords, ropes, and/or water hoses shall not be allowed to run from the vehicle across a sidewalk. Use of a generator is prohibited. No recreational vehicle shall be used for camping under this subsection for more than nine (9) days during any thirty (30) day period.

E. In connection with city-sponsored programs.

9.100.050 - Permitted Camping on Private Property.

A. Except as otherwise provided in this section, it is unlawful for any person to camp, lodge, or stay overnight on any private property within the city without first obtaining permission of the owner and making adequate arrangements to assure sanitary conditions and proper waste disposal. This prohibition shall apply whether or not such person is camping or lodging within or without any automobile, van, motor home, trailer coach, tent or other place of shelter. No person shall set up camp facilities or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any camp facilities.

B. Exceptions. This section shall not apply to camping, with adequate sanitary conditions and proper waste disposal, in the following situations:

1. Persons camping upon their own land, or persons camping with the owner of the land.
2. Persons camping with the written consent of the owner of the land, for not more than two (2) consecutive nights, provided that such written consent is in their possession at the time and is shown upon the demand of any peace officer; and
3. Persons lawfully camping within campgrounds or trailer parks approved pursuant to City Ordinance

C. This section is not intended to modify or amend the provisions Title 17 of the Rocklin Municipal Code, including Section 17.08.130. In the event of a conflict between Title 17 and this section, Title 17 shall control.

9.100.0650 - Storage of personal property ~~in public places~~.

A. It shall be unlawful for any person to store or leave unattended camp facilities or camp paraphernalia on public or private property, unless such storage is expressly authorized and in conjunction with a permitted camping activity under this chapter.

B. Unattended property shall be handled pursuant to the city's policies and procedures, and in no event shall be destroyed without providing owners with notice and a reasonable opportunity to recover the property.

9.100.0760 - Public nuisance declared.

Any campsite established in the city in violation of this chapter is declared to be a public nuisance, and city officials are authorized to abate the nuisance and remove camp facilities and camp paraphernalia as authorized by law.

9.100.0870 - Violations and penalties.

A. Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, licenses, or causes a violation thereof, and shall be punished accordingly.

B. It is unlawful and a public nuisance to violate any of the provisions of this chapter. Any person who engages in conduct prohibited by this chapter may be subject to the following penalties:

1. The first violation of this chapter is an infraction punishable by a fine not to exceed one hundred dollars (\$100.00).
2. A second violation of this chapter within one (1) year, or the continued violation of this chapter after being directed to cease and desist the unlawful activity, is a misdemeanor.

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C. The violation of any provision of this chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.

D. In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this chapter may be subject to administrative remedies, as set forth in Title 1.

Section 4. 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 5. Effective Date. Within fifteen 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 fifteen 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 ~~June~~ 27, 2017, 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 _____, 2017, by the following vote:

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Ord. No.

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AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:
Second Reading:
Effective Date:

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ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING CHAPTER 9.24 OF TITLE 9 OF THE
ROCKLIN MUNICIPAL CODE REGARDING CAMPING ON PUBLIC
AND PRIVATE PROPERTY

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

Section 1. **Purpose.** The streets and public property within the City of Rocklin should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to make use of these areas for their proper function. Such activity can constitute a public health and safety hazard that adversely impacts neighborhoods, commercial property and the general welfare of the city. The purpose of this chapter is to maintain streets, parks and other public property, and private lands, within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping associated with special events can be beneficial to the cultural and educational climate in the city.

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. **Amendment of Chapter 9.24.** Chapter 9.24 of Title 9 of the Rocklin Municipal Code is hereby amended to read as follows:

Chapter 9.24 – CAMPING ON PUBLIC AND PRIVATE PROPERTY

9.24.010 - Purpose.

The streets and public property within the City of Rocklin should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to make use of these areas for their proper function. Such activity can constitute a public health and safety hazard that adversely impacts neighborhoods, commercial property and the general welfare of the city. The purpose of this chapter is to maintain streets, parks and other public property, and private lands, within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping associated with special events can be beneficial to the cultural and educational climate in the city.

9.100.020 - Definitions.

- A. "Camp" means to do any of the following:
1. To sleep any time between the hours of nine p.m. and nine a.m. in any of the following places:
 - a. Outdoors with or without bedding, tent, hammock or other similar protection or equipment.
 - b. In or under any structure not intended for human habitation, whether with or without bedding, tent, hammock, or other similar protection or equipment.
 - c. In, on or under any parked vehicle, including an automobile, bus, truck, travel trailer or other recreational vehicle.
- B. "Camp facilities" means temporary structures, equipment or vehicles used to camp, including, but not limited to, tents, huts, temporary shelters, trailers or vehicles, if the vehicle or trailer is being used for habitation.
- C. "Camp paraphernalia" means implements and equipment used while camping including, but not limited to, tents, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, stoves, lanterns and operational cooking equipment.
- D. "Campsite" includes any location used for the purposes of camping.
- E. "Habitation" means the intentional use of a space as temporary or permanent living quarters.
- F. "Private property" means all privately-owned property including, but not limited to, privately-owned streets, sidewalks, alleys, ways, creeks, waterways, lots, parcels and other forms of improved or unimproved land or real property.
- G. "Public property" means property owned or controlled by the City of Rocklin, including but not limited to, parks, trails, streets, sidewalks, and open space areas.
- H. "Recreational vehicle" means a vehicle or trailer as defined in Rocklin Municipal Code Section 17.08.130(B)(5).
- I. "Setting up campsite" means to, at any time, establish or maintain outdoors or in, on or under any structure not intended for human habitation, at any time during the day or night, a

temporary or permanent place for cooking or sleeping, by setting up any bedding, including, but not limited to, a sleeping bag, blanket, mattress, tent, hammock or other sleeping equipment or by setting up any cooking equipment with the intent to use that location for sleeping or habitation.

J. “Store” means to put aside or accumulate for use when needed, to put for safekeeping or to place or leave unattended in a location.

K. “Unattended Property” means any personal property, including “camp paraphernalia which appears to have been abandoned, discarded, or disregarded by its owner; or property which has been left unattended for an unreasonable amount of time. An “unreasonable” amount of time may be any amount of time, however, any property left unattended for twelve hours or more shall be considered unattended per se.

9.100.030 - Unlawful camping.

A. No person shall camp anywhere in the City of Rocklin on public or private property, except as hereinafter expressly permitted in Sections [9.100.040](#) and [9.100.050](#) of this chapter.

B. It shall be an affirmative defense under this chapter for any person, without the purpose of habitation, to temporarily occupy and use a vehicle for emergency reasons such as escape from or avoidance of an abusive person(s), avoidance of driving a vehicle while under the influence of alcohol or drugs, even though the person may sleep during the period of that use. For purposes of this section, “temporarily occupy” means a duration of twelve hours or less.

C. Camping, otherwise authorized under this chapter, shall not be permitted when conducted in such a manner as to create noise, inadequate sanitation, involve the use of open flames, or is conducted in a manner that poses a danger to the health, safety and general welfare of the surrounding property or to other persons lawfully using surrounding property.

9.100.040 - Permitted Camping on Public Property.

Camping is permitted on public property in the City of Rocklin only under the following circumstances:

A. On public property specifically set aside and clearly marked for public camping purposes.

B. In conjunction with events authorized and expressly provided for in a special event permit issued by the City of Rocklin.

C. In designated areas on public property in conjunction with community or sporting events. Camping in connection with a community or sporting event shall not exceed three (3) consecutive nights and only in areas identified by the city manager or his/her designee.

D. Inside a licensed and registered recreational vehicle while on a public residential street and as guests of owners or occupants of a residence within one hundred (100) feet of the location where the recreational vehicle is parked. Power cords, ropes, and/or water hoses shall not be allowed to run from the vehicle across a sidewalk. Use of a generator is prohibited. No recreational vehicle shall be used for camping under this subsection for more than nine (9) days during any thirty (30) day period.

E. In connection with city-sponsored programs.

9.100.050 - Permitted Camping on Private Property.

A. Except as otherwise provided in this section, it is unlawful for any person to camp, lodge, or stay overnight on any private property within the city without first obtaining permission of the owner and making adequate arrangements to assure sanitary conditions and proper waste disposal. This prohibition shall apply whether or not such person is camping or lodging within or without any automobile, van, motor home, trailer coach, tent or other place of shelter. No person shall set up camp facilities or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any camp facilities.

B. Exceptions. This section shall not apply to camping, with adequate sanitary conditions and proper waste disposal, in the following situations:

1. Persons camping upon their own land, or persons camping with the owner of the land.
2. Persons camping with the written consent of the owner of the land, for not more than two (2) consecutive nights, provided that such written consent is in their possession at the time and is shown upon the demand of any peace officer; and
3. Persons lawfully camping within campgrounds or trailer parks approved pursuant to City Ordinance

C. This section is not intended to modify or amend the provisions Title 17 of the Rocklin Municipal Code, including Section 17.08.130. In the event of a conflict between Title 17 and this section, Title 17 shall control.

9.100.060 - Storage of personal property.

A. It shall be unlawful for any person to store or leave unattended camp facilities or camp paraphernalia on public or private property, unless such storage is expressly authorized and in conjunction with a permitted camping activity under this chapter.

B. Unattended property shall be handled pursuant to the city's policies and procedures, and in no event shall be destroyed without providing owners with notice and a reasonable opportunity to recover the property.

9.100.070 - Public nuisance declared.

Any campsite established in the city in violation of this chapter is declared to be a public nuisance, and city officials are authorized to abate the nuisance and remove camp facilities and camp paraphernalia as authorized by law.

9.100.080 - Violations and penalties.

A. Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, licenses, or causes a violation thereof, and shall be punished accordingly.

B. It is unlawful and a public nuisance to violate any of the provisions of this chapter. Any person who engages in conduct prohibited by this chapter may be subject to the following penalties:

1. The first violation of this chapter is an infraction punishable by a fine not to exceed one hundred dollars (\$100.00).
2. A second violation of this chapter within one (1) year, or the continued violation of this chapter after being directed to cease and desist the unlawful activity, is a misdemeanor.

C. The violation of any provision of this chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.

D. In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this chapter may be subject to administrative remedies, as set forth in Title 1.

Section 4. 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 5. Effective Date. Within fifteen 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 fifteen 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 July 25, 2017, 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 August 8, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading: 7/25/17

Second Reading: 8/8/17

Effective Date: 9/7/17



BACK TO AGENDA

CITY MEMORANDUM

DATE: July 25, 2017
TO: Mayor Scott Yuill and members of the Rocklin City Council
FROM: Ricky A. Horst, City Manager
SUBJECT: City Manager Report

1. Q4 2016 City of Rocklin Sales Tax Update: Rocklin's receipts from October through December were 15.9% above the fourth sales period in 2015. Excluding reporting aberrations, actual sales were up 13.1%. (See HdL report as attached). I wish to draw your attention to that portion of the report entitled: "The Shrinking, Disappearing Retail Store". "Generational preferences for experiences over merchandise, plus the growing costs of health care, education and housing, are reducing discretionary spending for taxable goods while time challenged consumers are opting for the convenience of online shopping. Stores are not in danger of disappearing. The ability to see, touch and feel, along with the overall shopping experience, will always be important. But evolving trends are requiring more focused economic strategies with better data and closer collaborations. The ultimate solution may be tax rates levied against today's economy rather than the one that existed when sales tax was first imposed in 1933."

Thus the importance of considering for adoption economically based strategies to reformulate our finance model to keep pace with the changing economy. We look forward to this discussion on Friday, September 29th.

2. Abandoned Shopping Cart Ordinance to be proposed: An abandoned cart means any cart that has been removed from the owner's premise without written consent of the owner as is located on either public or private property. Rocklin is beginning to experience an increase in abandoned carts creating a public nuisance. Staff is currently reviewing actions taken in other municipalities and anticipate coming forward with an ordinance to include an abandoned cart prevention program and a retrieval of abandoned carts program for City Council consideration and potential adoption.

July 25, 2017

Page 2

3. Sierra Valley Energy Authority: The Sierra Valley Energy Authority (SVEA) was initially formed in September of 2015 between Placer County and the City of Colfax. The SVEA is a joint powers authority originally created as a financing conduit for the mPOWER Program which finances energy efficiency and renewable generation improvements to property. In February of 2017, Placer County and the City of Colfax amended the SVEA joint powers agreement to authorize the implementation of a Community Choice Aggregation (CCA) program to further authorize the expansion of voting members to include Auburn, Colfax, Lincoln, Rocklin, and the Town of Loomis.

The SVEA met on July 17, 2017 with two specific agenda items in play. First to consider renaming and rebranding the SVEA and second, to receive the CCA Implementation Plan and consider action related to the future adoption and submission to the California Public Utilities Commission. Both staff reports and adopting resolutions are included in this packet for your review. It is anticipated that Councilmember Greg Janda will report out on this committee and their actions at the July 25th City Council meeting.

4. Inter-Municipal Trading of Tariff Rule 20A Credits: The Rule 20A Tariff Program was established by the CPUC in 1967 and requires that PG&E allocates work credits to all cities and counties each year, to be used exclusively for the conversion of overhead facilities to underground facilities. Work credits, monetary based units, are used to distribute the Rule 20A Project Funding.

The amount of work credit a community accumulates is currently based on the number of electric meters in the community. Each utility, PG&E, phone and cable, must borrow money to build the project and the costs are reflected in the utilities' rate base when the project is completed. Since all ratepayers pay for the cost of these projects, the project must benefit the general public.

Rule 20A projects may qualify for one or more of the following reasons:

1. Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities;
2. The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;
3. The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; and

July 25, 2017

Page 3

4. The street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines.

The City of Rocklin currently has a credit of \$2,315,136 with minimal prospects for using said credits for a multitude of reasons. City and counties are able to trade or sell credits according to representatives of PG&E and rules interpretation. We anticipate bringing this matter forward in the near future to explore the best use of these credits to include a potential sale.

Attachments:

(a) Q4 Sales Tax Update

(b) SVEA Action Items

Q4
2016



City of Rocklin Sales Tax *Update*

First Quarter Receipts for Fourth Quarter Sales (October - December 2016)

Rocklin In Brief

Rocklin's receipts from October through December were 15.9% above the fourth sales period in 2015. Excluding reporting aberrations, actual sales were up 13.1%.

The City experienced a strong sales quarter for new auto dealers and several categories of general consumer goods. A reporting anomaly in the comparison quarter added to the gain in home furnishings. High returns and recent business additions boosted revenues from business-industry, quick-service restaurants, and casual dining. The gains were partially offset by lower returns from the fast casual dining sector.

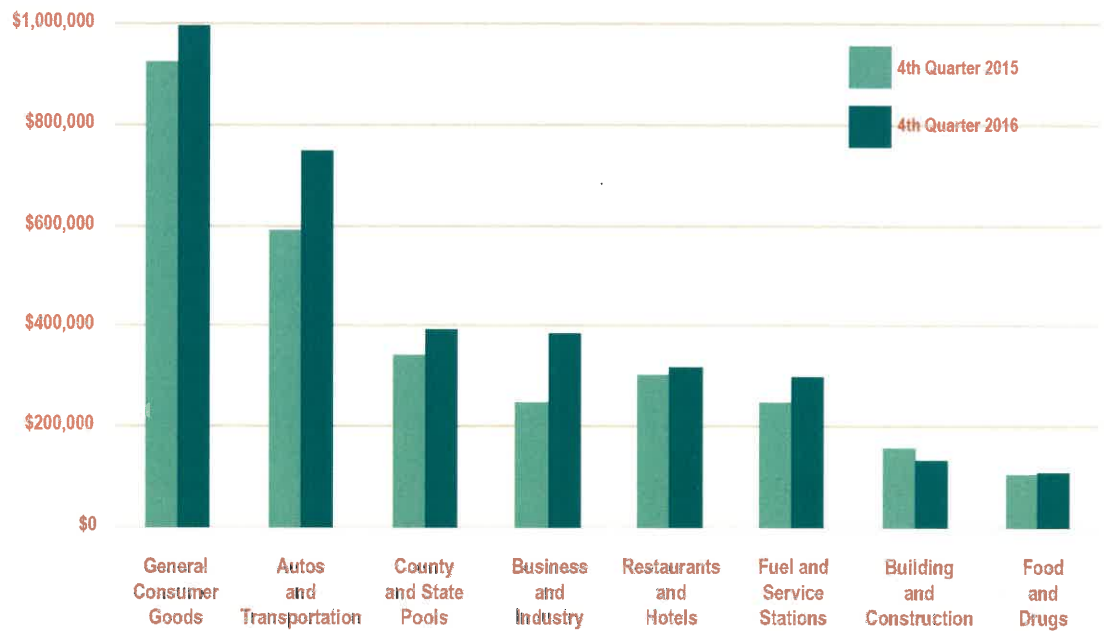
Accounting anomalies from fuel-service stations skewed the comparison; with these deviations factored out, group results were almost flat.

Building and construction totals declined due to incorrectly allocated receipts and a business relocation.

A 16.2% increase in the City's share of the countywide use tax pool allocation also contributed to the positive outcome.

Net of aberrations, taxable sales for all of Placer County grew 1.7% over the comparable time period; the Sacramento region was up 3.3%.

SALES TAX BY MAJOR BUSINESS GROUP



TOP 25 PRODUCERS

IN ALPHABETICAL ORDER

7 Eleven	Pottery World
Arco AM PM	RC Willey Home Furnishings
Audi Rocklin	Safeway
Bass Pro Shops Outdoor World	SMA Solar Technology America
Bel Air Mart	Sportsmans Warehouse
Coldwell Solar	Studio Movie Grill
Daimler Trust	Target
Dawson Oil	Tesla Motors
Floor & Decor	Tri Pacific Supply
Henry Schein	Walmart Neighborhood Market
Land Rover Rocklin	WhyBuyNewAutos.Com
Mercedes Benz of Rocklin	
Niello Porsche	
Nor Cal Gun Vault	

REVENUE COMPARISON

Three Quarters – Fiscal Year To Date

	2015-16	2016-17
Point-of-Sale	\$7,788,176	\$8,494,827
County Pool	970,234	1,071,826
State Pool	8,567	4,911
Gross Receipts	\$8,766,976	\$9,571,564
Less Triple Flip*	\$(2,191,744)	\$0

*Reimbursed from county compensation fund

Sierra Valley Energy Authority

To: The Governing Board
From: Steve Nichols, Consultant
Date: July 17, 2017
Subject: Proposed Renaming and Branding of the Sierra Valley Energy Authority and Related Resolution

Action Requested

Receive a presentation regarding renaming and branding of the Sierra Valley Energy Authority and consider adoption of a resolution related to changing the name of the Authority.

Background

The Sierra Valley Energy Authority (SVEA) was initially formed in September of 2015 between Placer County and the City of Colfax. The SVEA is a joint powers authority originally created as a financing conduit for the mPOWER Program which finances energy efficiency and renewable generation improvements to property. The original purpose of SVEA was also to provide a platform for expansion of the mPOWER Program beyond the borders of Placer County based on interests and requests from outside jurisdictions. As such, the name "Sierra Valley Energy Authority" was chosen to reflect the broader geographic range of the mPOWER Program. In February of 2017, Placer County and the City of Colfax amended the SVEA joint powers agreement to authorize the implementation of a Community Choice Aggregation (CCA) Program and further authorized the expansion of the Voting Members of the SVEA to include the Cities of Auburn, Colfax, Lincoln and Rocklin and the Town of Loomis, subject to a resolution approving membership by each of the municipalities.

During the due diligence process for the CCA, County staff conducted a series of focus groups to gauge interest and response to the proposed CCA. Three focus groups were conducted. The first one was held in Auburn with participants from Auburn, Loomis, Foresthill and Colfax. The second was held in Lincoln with participants from both incorporated and unincorporated areas of Lincoln. The third focus group was held in Rocklin with participants from the City of Rocklin. The focus group members were chosen to represent a cross section of citizenry including males, females, various age ranges, small business owners and employees, and a range of educational backgrounds.

The focus groups were also used to gauge reaction to suggested names and words related to branding the CCA. During these focus groups it was discovered that most of the participants did not identify with the geography of "Sierra Valley", they generally disliked the word "Authority" and the majority felt the name was too long.

Based on this feedback along with other comments, County staff engaged the services of Augustine and Associates to assist with name and brand development. The naming and branding process sought to define and portray an image of the Authority in a manner that: 1) reflects the common legacies, heritage and culture of the member jurisdictions, 2) reflects

the value of local community orientation, local control and local determination, and 3) projects a spirit of innovation, progress, and forward thinking;

As a result of this process a proposed new name, logo, brand mark and color palette were developed. Representatives from the CCA implementation team and Augustine and Associates will present the proposed new name and ancillary brand information for the Board's consideration.

The name change will require an action of each of the Authority Members. Staff proposes that the necessary resolution ratifying the name change be provided to each of the Members for consideration on the next most practicable agenda as a consent item.

Recommendation

It is recommended that the Board consider the proposed name change and adopt the attached resolution officially adopting the new name and directing and authorizing staff to provide official notice of the name change as may be required, and directing and authorizing that all future business be conducted under the new name including, but not limited to official filings with regulatory and other agencies.

Resolution No. 2017 - _____

RESOLUTION OF THE GOVERNING BODY OF THE SIERRA VALLEY ENERGY AUTHORITY APPROVING A NAME CHANGE FROM THE SIERRA VALLEY ENERGY AUTHORITY TO PIONEER COMMUNITY ENERGY AND AUTHORIZING AND DIRECTING RELATED ACTIONS

WHEREAS, the Sierra Valley Energy Authority (the "Authority") was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority (the "Amended JPA Agreement") became effective on February 22, 2017; and

WHEREAS, the Amended JPA Agreement authorized the Cities of Auburn, Lincoln, Rocklin and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended JPA Agreement was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting members; and

WHEREAS, the Governing Board desires to name and brand the Authority in a manner that reflects the common legacies, heritage and culture of their respective jurisdictions and reflects the values of local control and determination, while also projecting a spirit of innovation, progress, and forward thinking;

NOW THEREFORE BE IT RESOLVED that the Governing Board of the Authority hereby finds, declares and resolves as follows:

1. The above recitals are true and correct.
2. The Authority shall now be known as Pioneer Community Energy, and for all official purposes the name of the Authority shall be Pioneer Community which is hereby approved and confirmed.
3. All actions heretofore taken by the officers and agents of the Authority with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the officers of the Authority are hereby authorized, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, assignments and other documents that they, or any of them may deem necessary or advisable in order to consummate the matters contemplated by this Resolution. The officers of the Authority are further authorized and directed to provide official notice of the name change as may be required, including, but not limited to official filings with regulatory and other agencies, and to conduct all future affairs of the Authority under the name of Pioneer Community Energy.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Governing Board of the Authority this 17th day of July 2017 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

Attest:

Secretary

Sierra Valley Energy Authority

To: The Governing Board

From: Dean Tibbs, Ph. D., Consultant
Tom Barrington, Consultant
Jenine Windeshausen, Executive Director

Date: July 17, 2017

Subject: Discussion and Resolution Regarding Draft Implementation

Action Requested

Receive the Draft Sierra Valley Energy Authority Community Choice Aggregation Program Implementation Plan and Consider Actions Related to Future Adoption and Submission to the California Public Utilities Commission:

- a) Hear a presentation regarding the Implementation Plan
- b) Adopt a Resolution Directing the Actions Necessary for Future Adoption of the Implementation Plan, and call for a Public Hearing on July 31, 2017, to consider Adoption of the Implementation Plan and Authorization for Submission of the Implementation Plan to the California Public Utilities Commission

Background

Pursuant to California Public Utilities Code Section 366.2(c)(3) an Implementation Plan must be submitted to the California Public Utilities Commission (CPUC) for certification prior to commencement of Community Choice Aggregation (CCA) service. Specifically Section 366.2 (c) (3) states:

A community choice aggregator establishing electrical load aggregation pursuant to this section shall develop an implementation plan detailing the process and consequences of aggregation. The implementation plan, and any subsequent changes to it, shall be considered and adopted at a duly noticed public hearing. The implementation plan shall contain all of the following:

- (A) An organizational structure of the program, its operations, and its funding.*
- (B) Ratesetting and other costs to participants.*
- (C) Provisions for disclosure and due process in setting rates and allocating costs among participants.*
- (D) The methods for entering and terminating agreements with other entities.*
- (E) The rights and responsibilities of program participants, including, but not limited to, consumer protection procedures, credit issues, and shutoff procedures.*
- (F) Termination of the program.*
- (G) A description of the third parties that will be supplying electricity under the program, including, but not limited to, information about financial, technical, and operational capabilities.*

The attached Resolution authorizes and directs a public hearing to be held on July 31, 2017, prior to adoption of the final Implementation Plan and authorization to submit it to the CPUC for certification.

Several months ago, the County engaged the services of Pacific Energy Advisors, Inc. (PEA) to draft an Implementation plan pursuant to the requirements above. PEA has been retained by all CPUC certified CCAs to-date to draft their Implementation Plans. Staff has reviewed and edited the Draft Implementation Plan to reflect proposed local goals and policies for review and approval by your Board. The Draft Implementation Plan is attached.

The chart below cross references the above Public Utilities Code requirements to the Draft Implementation Plan chapter.

Additionally, the key goals and policies as proposed in the Draft Implementation Plan are summarized below.

PUBLIC UTILITIES CODE REQUIREMENT	IMPLEMENTATION PLAN CHAPTER
Statement of Intent	Chapter 1: Introduction
Process and consequences of aggregation	Chapter 2: Aggregation Process
Organizational structure of the program, its operations and funding	Chapter 3: Organizational Structure Chapter 4: Startup Plan & Funding Chapter 7: Financial Plan
Disclosure and due process in setting rates and allocating costs among participants	Chapter 8: Rate setting
Rate setting and other costs to participants	Chapter 8: Rate setting Chapter 9: Customer Rights and Responsibilities
Participant rights and responsibilities	Chapter 9: Customer Rights and Responsibilities
Methods for entering and terminating agreements with other entities	Chapter 10: Procurement Process
Description of third parties that will be supplying electricity under the program, including information about financial, technical and operational capabilities	Chapter 10: Procurement Process
Termination of the program	Chapter 11: Contingency Plan for Program Termination

Key CCA goals and policies proposed in the Draft Implementation Plan include the following:

- 1) The CCA Program will notify customers of the CCA enrollment and opt-out provisions 60 days and 30 days prior to conversion and 30 days and 60 days post conversion.

- 2) The Authority Board reserves the right to charge customers for departing CCA service should it deem necessary or appropriate.
- 3) The CCA Program will be rolled out in a single phase beginning with the first billing cycle in January 2018 and will include each subsequent billing cycle until all customer accounts (residential, commercial industrial, municipal) are enrolled.
- 4) The CCA Program will recover its costs through customer rate tariffs, and will seek to remain competitive with PG&E rates with a proposed rate structure that is up to five percent less than prevailing PG&E rates, subject to Authority Board Approval.
- 5) The CCA Program will initially have only one (standard) rate tariff based on cost recovery, and based on an energy portfolio that meets or exceeds current renewable energy requirements. In the future, the CCA Program may offer a rate tariff based on a 100 percent local renewable energy portfolio which is likely to be offered at five to ten percent premium over prevailing PG&E rates, and in which customers will voluntarily participate.
- 6) The Authority will apply to the CPUC for authorization to administer the public purpose funds collected from CCA Program customers in order to provide greater local investment and greater return on investment in energy efficiency.
- 7) Financing for initial operations and energy purchases will be provided in the form of lines of credit debt issued by the Authority and purchased by the Placer County Treasury. The line of credit for operations is proposed to be \$10 million. The line of credit for energy purchases and collateral deposits is proposed to be \$30 million.
- 8) The CCA Program will maintain robust marketing and public affairs activities to: 1) ensure public outreach and education, 2) to ensure appropriate levels of customer service for residential consumers and key accounts.
- 9) The CCA Program will engage professional and technical staff, consultants and other service providers to ensure proper administration and management of the energy resource portfolio including:
 - a) Electricity Procurement Risk Management
 - b) Load Forecasting
 - c) Schedule Coordination with California Independent System Operator (CAISO electric grid system)
 - d) Compliance with California energy market regulatory and legislative requirements such as:
 - i) Resource Adequacy (RA)
 - ii) Integrated Resource Planning (IRP)
 - iii) Renewable Portfolio Standards (RPS)
- 10) The CCA Program will seek to utilize local sources of renewable energy whenever possible, subject to respective policy goals and feasibility analysis.
- 11) The Authority will seek to develop local demand response and local distributed generation programs in an effort to reduce the energy supply requirements and to meet its renewable energy requirements with local resources to the extent feasible.
- 12) The CCA Program may offer programs to assist low-income, disadvantaged, and other policy identified customer consumer groups.
- 13) The CCA Program may offer programs to support economic development and local investment.

Comments received by your Board and at the public hearing can be reflected in the Implementation Plan prior to submission to the CPUC as directed by your Board.

Finally, it should be noted that adoption of the Implementation and authorization to submit the Implementation Plan to the CPUC on July 31, 2017 is important to maintain the January 1, 2018 enrollment schedule.

Recommended Action

It is recommended that your Board consider and provide direction related to the key policy issues contained in the Draft Implementation Plan and that the Board adopt the attached

resolution authorizing and directing the noticing of a public hearing on July 31, 2018 related to the adoption of the Implementation Plan and authorization to submit the Implementation Plan to the CPUC.

RESOLUTION NO. 2017 - _____

RESOLUTION OF THE GOVERNING BODY OF THE SIERRA VALLEY ENERGY AUTHORITY CALLING FOR A PUBLIC HEARING AND DIRECTING NOTICE TO BE GIVEN OF THE GOVERNING BODY'S CONSIDERATION OF A RESOLUTION ADOPTING ITS COMMUNITY CHOICE AGGREGATION PROGRAM IMPLEMENTATION PLAN

WHEREAS, the Sierra Valley Energy Authority (the "Authority") was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority (the "Amended JPA Agreement") became effective on February 22, 2017; and

WHEREAS, one of the primary purposes of the Amended JPA Agreement was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting members; and

WHEREAS, California Public Utilities Code Section 366.2 (c)(3) requires a community choice aggregator establishing electrical load aggregation pursuant to this section to develop an implementation plan detailing the process and consequences of aggregation; and

WHEREAS, California Public Utilities Code Section 366.2 (c)(3) also requires the implementation plan, and any subsequent changes to it, to be considered and adopted at a duly noticed public hearing;

NOW THEREFORE BE IT RESOLVED that the Governing Board of the Authority hereby finds, declares and resolves as follows:

1. The above recitals are true and correct.
2. The Governing Board shall hold a public hearing on July 31, 2018 _____ at the County Administrative Offices located at 175 Fulweiler Avenue, Auburn, CA 95603.
3. The Governing Board hereby authorizes and directs officers of the Authority to take any and all necessary actions to provide notice in a newspaper(s) of general circulation on or before July 21, 2018, noting the date, time and location of a public hearing related to consideration of the adoption of the Community Choice Aggregation Program Implementation Plan and authorization to submit the Implementation Plan to the California Public Utilities Commission for certification.
4. All actions heretofore taken by the officers and agents of the Authority with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the officers of the Authority are hereby authorized, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions accomplish the notice specified above and to consummate the matters contemplated by this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Governing Board of the Authority this 17th day of July 2017 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

Attest:

Secretary

Sierra Valley Energy Authority

To: The Governing Board
 From: Jenine Windeshausen, Executive Director
 Date: July 17, 2017
 Subject: Executive Directors Report

Action Requested

Receive the Executive Directors Report related to implementation of the Community Choice Aggregation Program and upcoming Board items.

Background

The CCA Program implementation has been underway for approximately one year. The Executive Director will provide a high level overview of future Board agenda items required to further implementation of the CCA. Future agenda items are related to the following:

- Budget and Financial Report and Update
 - Preliminary Budget Approval
 - Financing Plan and Bond Document Approval
- Organizational Plan
 - Staffing, Approval of
 - Job Classifications
 - Compensation Survey and Salary Schedule
 - Benefit Structure
 - Position Allocations
 - Vendors, Consultants and Contractors
 - Data Management
 - CAISO Schedule Coordination
 - Human Resources
 - IT, Communications and Office Software
 - Marketing and Public Affairs
- Facilities Lease and Equipment Purchases
- Energy Procurement Services and Suppliers
 - CAISO Registration
 - WSSP Membership (Western Systems Power Pool)
- Legislative and Regulatory Updates and Policy Platforms
 - CPUC – PCIA
- mPOWER Program Update
 - Validation Action
 - Bonds Remarketing
 - Program Performance and Parameters

Recommendation

Receive a high level overview of future Board items and provide direction as necessary.