AGENDA



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

September 13, 2016

TIME: 6:00 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us

MANNER OF ADDRESSING THE COUNCIL

Citizens may address the City Council on any item on the agenda at the time the item is considered. Citizens wishing to speak may request recognition from the Mayor by raising their hand and stepping to the podium when requested to do so. Speakers will usually be allowed five (5) minutes; however, the Mayor may set shorter time limits. Speakers are asked to identify themselves by stating their name and the city they reside in for the official record.

STANDARDS OF DECORUM

Any person who disrupts the meeting of the Council, may be barred by the presiding officer from further audience before the Council during that meeting, unless permission to continue be granted by majority vote of the Council.

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.

For items not on the agenda, and for non-hearing items on the agenda the person addressing the Council shall be limited to five minutes, unless the time is adjusted by the presiding officer.

Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the Council and, in case additional matters are to be presented at the time by any member of the group, to limit the number of persons so addressing the Council, so as to avoid unnecessary repetition.

As a courtesy to all, please turn off cell phones and other electronic devices during the meeting.

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)
 - A. <u>City Attorney Recruitment</u>

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 August 9, 2016
- 7. Special City Council Meeting Minutes of August 19, 2016
- 8. Quarterly Police Report
- Second Reading & Publication: Ordinance No. 1055 of the City Council of the City of Rocklin
 Consolidating Previously Approved Amendments to Exhibit C of the North West Rocklin General
 Development, Modifying Certain Development Standards within the PD-2.1-3.3 Zone District, Adding a
 New PD-22+ Zoning Category and Completing Other Technical Edits (North West Rocklin General
 Development Plan Text Amendment PDG-99-02 et al /PDG-2016-0002)
- 10. <u>Second Reading & Publication: Ordinance No. 1056 of the City Council of the City of Rocklin Amending Chapter 5.20 of Title 5 of the Rocklin Municipal Code Related to Massage Services</u>
- 11. <u>Second Reading & Publication: Ordinance No. 1057 of the City Council of the City of Rocklin Amending Section 3.04.020 of the Rocklin Municipal Code Relating to Personal Services Contracts</u>
- 12. <u>Resolution of the City Council of the City of Rocklin Amending the City of Rocklin Confidential Salary</u> Schedule for Fiscal Year 2016-2017

Staff Presentation by Michael Green

13. Parklands South

- A. Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Parklands South (SD 2013-03), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Taylor Morrison of California, LLC.)
- B. Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Parklands South Landscaping (SD 2013-03), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Taylor Morrison of California, LLC)

Staff Presentation by Dave Palmer

- 14. Whitney Ranch Phase II-D Units 52BC, 55AB & 56 (SD-2006-07)
 - A. Resolution of the City Council of the City of Rocklin Approving the Final Map of Whitney Ranch
 Phase II-D Units 52BC, 55AB & 56 and Approving and Authorizing Execution of a Subdivision
 Improvement Agreement
 - B. Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement (Whitney Ranch Phase II-D Units 52BC, 55AB & 56 / SD-2006-07)
 - C. Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space and
 Conservation Easement (Hillside and Bluff Protection) (Whitney Ranch Phase II-D Units 52BC, 55AB & 56)

Staff Presentation by Dave Palmer

15. Resolution 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 Engineering Solutions/ Intersection and Roadway at New Fire 1 and Pacific Street)

Staff Presentation by Justin Nartker

16. Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Consultant Services Agreement for the Rocklin Road at Pacific Street Roundabout and Rescinding Resolution No. 2016-195 (Kimley-Horn and Associates, Inc.)

Staff Presentation by Justin Nartker

17. Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 3 to the Professional Services Agreement for SR 65/Whitney Ranch Parkway Interchange Phase 1 and Whitney Ranch Parkway (PSOMAS, Inc.)

Staff Presentation by Justin Nartker

18. Resolution of the City Council of the City of Rocklin of Intent to Initiate an Amendment of the Rocklin Municipal Code to Modify Sections of Titles 16 and 17 Regarding Requirements for Development on Nonconforming Lots and to Revise Certain Sections of Title 17 to Modify Public Hearing Noticing Requirements ZOA2016-0001

Staff Presentation by Bret Finning

19. <u>Resolution of the City Council of the City of Rocklin Amending Resolution No. 2016-150 Making</u>
Appointments to the Various Boards and Commission to Appoint a Member of the Board of Appeals

Staff Presentation by Barbara Ivanusich

SPECIAL PRESENTATIONS

- 20. Possible Oath of Office Bret Hunter, Board of Appeals
- 21. Summer Civic Program Presentation by Jordan Pinkham and Corinne Heisler

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.

22. 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.

- 23. City Council and Public Financing Authority: Issuance and Sale of Lease Revenue Bonds
 - A. Resolution of the City Council of the City of Rocklin Approving Issuance and Sale of Lease Revenue
 Bonds by the Rocklin Public Financing Authority, and Approving Related Documents and Actions
 - B. Resolution of the Board of Directors of the Rocklin Public Financing Authority Approving Issuance and Sale of Lease Revenue Bonds, and Approving Related Documents and Actions

Staff Presentation by Kim Sarkovich

- 24. Placer Creek Corporate Center Community Facilities District No. 1 Annexation No. 52
 - A. Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community

 Facilities District No. 1 (52nd Annexation), Authorizing the Levy of a Special Tax, and Submitting

 Levy of Tax to Qualified Electors (Placer Creek Corporate Center)
 - 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 (52nd Annexation) (Placer Creek
 Corporate Center)

CONTINUED TO OCTOBER 25, 2016

- 25. Placer Creek Corporate Center Community Facilities District No. 5 Annexation No. 40
 - A. Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (40th Annexation), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Placer Creek Corporate Center)
 - 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. 5 (40th Annexation) (Placer Creek Corporate Center)

CONTINUED TO OCTOBER 25, 2016

26. Resolution of the City Council of the City of Rocklin Declaring Results of Assessment Ballot Proceeding, Finding no Majority Protest, and Authorizing Levy of Increased Assessments (Landscaping and Lighting District No. 2 ZOB 84) (Placer Creek Corporate Center)

CONTINUED TO OCTOBER 25, 2016

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

27. Lawn Maintenance

Staff Presentation by Marc Mondell

28. League of California Cities Annual Conference Resolutions Packet

Staff Recommendation: To disapprove, amend or refer to policy committee for further review and study.

Staff Presentation by Kim Sarkovich

29. No Oral Presentation Unless Council Requests and No Action Required.

Whitney/Argonaut/Midas Traffic Calming

Staff Presentation by Ron Lawrence

30. No Oral Presentation Unless Council Requests and No Action Required.

Pedestrian Crosswalk at Farron Street

Staff Presentation by Ron Lawrence

- 31. Announcements/Brief Reports
- 32. City Manager Report

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FUTURE AGENDA ITEMS

FUTURE STRATEGIC PLANNING ITEMS

PUBLIC FINANCING AUTHORITY

33. No Action Required

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

34. No Action Required

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

35. Conference with Legal Counsel - Existing Litigation
Under Government Code Section 54956.9(d)(1)
Pereira v. City of Rocklin/Placer County Superior Court Case No. SCV0036594

ADJOURNMENT

36. Meeting Adjourned at





City Council Report

Subject: City Attorney Recruitment

Submitted by: Mayor Greg Janda

Councilmember Scott Yuill

Date: September 13, 2016

Informational Item

On July 26, 2016 the City Council approved the Professional Services Agreement with Bob Murray & Associates for Executive Recruitment Services for the position of City Attorney.

In August Bob Murray & Associates conducted interviews with all City Council members, the City Manager, the Interim City Attorney, and all Department Heads. Based on the information received Bob Murray & Associates prepared a City Attorney ideal candidate profile.

The ad hoc committee of Mayor Janda and Councilmember Yuill worked with Bob Murray & Associates to prepare the attached recruitment brochure for the City Attorney position.

Following tonight's City Council meeting, the City Attorney recruitment will commence consistent with the attached recruitment brochure. Bob Murray & Associates will conduct the outreach and recruitment for the new City Attorney. The application period will be open through October 28, 2016.

After the close of the application period, Bob Murray & Associates will review all applications received and make a recommendation to the City Council on an interview schedule.

Attachment: City Attorney Recruitment Brochure Information

City of Rocklin, California City Attorney

THE COMMUNITY

The City of Rocklin (population 60,000) is located in South Placer County, approximately 22 miles from Sacramento at the intersection of Interstate 80 and State Highway 65. The City is characterized by rolling hill terrain with 360-degree panoramic views of the Sierra Nevada mountains to the northeast and the Sutter-Butte mountain range to the west. Located in proximity to many tourist locations and recreational amenities, Rocklin is within 20 minutes of Folsom Lake, 30 minutes of downtown and Old Sacramento, and less than 2 hours from Lake Tahoe, Napa Valley, San Francisco, and the Pacific Ocean. The City maintains thirty parks including the new Quarry Park, a volunteer-maintained dog park, an 18-hole disc golf course, and another 200 acres of open space. The City also owns and operates the Finnish Temperance Hall, home to Rocklin Community Theater, and the Rocklin Event Center, a conference and event facility.

Rocklin is a preferred location for business and living because of its convenient location, excellent schools, diverse mix of housing, abundant parks and recreational opportunities, and the highest commitment to public safety. Rocklin's outstanding educational system includes Rocklin Unified (one of the top-ranked unified school districts in the state), Sierra College (ranked first in Northern California for transfers to 4-year universities), and William Jessup University (a fast-growing, private, 4-year university). The City is also home to a diverse range of business sectors, including finance, insurance, health care, technology, engineering, and utilities. Businesses choose to make their home in Rocklin because of its strong demographics, low business license fees, and a great quality of life that appeals to employers and their employees. Rocklin was recently ranked as the 8th best city in California for job seekers.

Rocklin has seen fast growth in the last decade, as the City's population grew 64 percent from 2000-2014. In August 2008, Rocklin was the only California city to be named one of the "10 Best Towns" for families in America by Family Circle magazine. Rocklin was also named as the 13th best city in the nation for young families. With vibrant retail centers and one of the lowest crime rates in the region, Rocklin truly offers an outstanding quality of life. The City's strongest assets are its residents, and citizen input and participation set Rocklin apart. The City is proud of its rich heritage and excited about its future, thanks to the collaborative partnership between residents, businesses, and community leaders.

THE ORGANIZATION

The City of Rocklin is a general law city and operates under a Council-Manager form of government. The City is governed by a five-member City Council elected at-large for four-year terms. Each year, the Council elects the Mayor and Vice Mayor from within their ranks, usually for a one-year term. The City Council appoints the City Manager and the City Attorney.

Management staff from all departments works closely together to ensure stable growth and ongoing high quality of life within the community. The City Council consistently supports public safety goals and efforts to maintain one of the safest communities in the state. Rocklin prides itself as having friendly people and small town charm, as well as tree-lined and safe, thriving neighborhoods. City staff works closely with residents and businesses to provide the best municipal services possible with a focus on customer service.

The City has approximately 232 full-time employees and an operating budget of \$61,121,700. The City delivers municipal services through seven (7) Departments including: City Manager's Office; Administrative Services; Economic and Community Development; Fire; Police; Recreation, Arts, and Event Tourism; and Public Services.

THE POSITION

The City Attorney is appointed by and serves at the will of the City Council. Under policy direction from the Council, this position is responsible for all aspects of the City's legal work, whether performed in-house or by outside legal counsel. The City Attorney provides legal advice and counsel to the City Council, City boards and commissions, City Manager, and City departments and represents the City before administrative agencies and courts. The City Attorney also exercises direct supervision over assigned staff.

Essential functions of the City Attorney may include, but are not limited to, the following:

- Develop, plan, implement, and administer Department goals, objectives, policies, and procedures necessary to provide assigned legal services.
- Provide legal advice and opinions to the City Council, boards and commissions, the City Manager, and department heads as requested and as needed regarding legal implications of all City operations.
- Receive and evaluate all legal claims filed against the City; make recommendations
 concerning the advisability to prosecute, compromise, or dismiss litigation for consideration
 by the City Council; monitor and control liability claims and lawsuits, including supervision
 of outside counsel.
- Research and prepare formal written opinions on various legal problems as directed by the
 City Council; study and interpret laws, court decisions, and other authorities; provide
 written and oral legal advice and counsel as the need arises to the City Council, City
 Manager, City departments, and City boards and commissions.
- Represent the City in court cases encompassing a wide variety of complex legal issues including all phases of pretrial, trial and appellate work in municipal, state, and federal court; represent the City in administrative hearings before state and federal agencies.
- Review proposed contracts, bond and financing papers, insurance policies, and other documents affecting the City.

- Prepare or review drafts and assist in the negotiation of proposed agreements; prepare or review ordinances, resolutions, deeds, pleadings, contracts, and other legal documents.
- Monitor legal developments, including proposed legislation and court decisions related to municipal law and activities, evaluate the impact on City operations, and recommend appropriate action.
- Attend Council, Board, Commission, and Committee meetings as required.
- Perform related duties as required.

THE IDEAL CANDIDATE

The City of Rocklin is seeking a dynamic, forward-thinking, exceptional attorney with demonstrated expertise in municipal law. The City Attorney will be proactive in identifying priority issues for the City Council and will work closely with the Council and the City Manager in setting the strategic direction on a wide array of topics. The individual will work collaboratively throughout the organization in a cooperative, approachable, and responsive manner. The desired candidate will bring proven legal leadership experience, clear and effective communication skills, and solid interpersonal skills.

The City Attorney should be open-minded, honest, responsive, and committed to creating a teamwork environment in which all ideas and feedback are valued and supported. The ideal candidate will be a problem solver who can assist in identifying alternatives and solutions to issues and challenges, and who is accessible and understands the needs of the City, as well as those of internal and external stakeholders. Rocklin is seeking a candidate with excellent diplomacy, presentation, client service, and relationship-building skills who is politically astute, but apolitical. The individual will build and maintain a positive working relationship with the City Council, City staff, and the public, using principles of good customer service.

The City is seeking a skilled generalist with excellent oral and written communication skills who will communicate sensitively and respectfully with others at all levels. The ideal candidate will exercise transparency by providing the Council with a full picture of the City's standing on legal issues. Essential to success is an attorney with demonstrated ability to think quickly on his or her feet and make sound decisions. The City Attorney should be innovative and technologically savvy, unafraid to roll up his or her sleeves to help the City accomplish its goals.

As a representative of the City, Rocklin's City Attorney will be a champion of integrity and ethics. The incoming attorney will exercise discretion, confidentiality, and tact when dealing with sensitive matters or communicating with City officials, representatives of other agencies, the media, and the general public. The City Attorney should be a willing and active participant in the City's decision-making process and provide honest, consistent feedback and legal advice to protect the interests of the City and Council.

The successful candidate will possess a solid understanding of the broad array of legal matters related to employment law and labor relations, including performance issues, employee claims,

grievances, and union agreements. Other areas of experience include land use and planning, the California Environmental Quality Act, public finance, public contracts and bidding, insurance requirements, and open government and conflict of interest laws. A candidate with knowledge and understanding of the principles, methods, and practices of legal research and investigations; judicial procedures and the rules of evidence; as well as pleading and practices and effective techniques in the presentation of court cases, is also desired.

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. Candidates must possess a Juris Doctorate from an accredited law school and have seven (7) years of increasingly responsible experience in the active practice of municipal or other government law in the State of California. Extensive experience in a municipal setting and in the active practice of law, including litigation, is desirable. Candidates must possess a valid certificate of membership in the Bar of the State of California as well as a valid California Driver's License.

THE COMPENSATION

The annual salary range for this terrific opportunity is open and dependent upon qualifications. The City also offers a highly competitive benefit package including:

Retirement: PERS 2%@55 for Classic members; employee pays 7%. PERS 2%@62 for PEPRA members; employee pays 6.25%.

Retiree Medical: City contributes same rate as that for active employees.

Health Insurance: City pays \$1,093 per month for employee.

Dental Insurance: City-paid policy for employee, spouse, and eligible dependents.

Vision: City-paid policy for employee, spouse, and eligible dependents.

Deferred Compensation: Rocklin offers optional 457 and 401 (a) plans for employee participation.

Flexible Spending: Payroll deduction of pre-tax dollars for Health Care Expenses (\$2,550 max for 2016) and Dependent Care Expenses (\$5,000 max) available.

Life and AD&D Insurance: City pays \$200,000 for basic life, plus \$200,000 for accidental death and dismemberment insurance.

Long-Term Disability: City pays up to 60% of pre-disability earnings, up to \$6,000 per month.

Short-Term Disability (SDI): City pays 0.9% tax to maximum taxable wage limit; may adjust annually.

Holidays: 10 days per year; a mandatory holiday furlough may be scheduled between the Christmas and New Year's holidays.

Sick Leave: 12 days (96 hours) per year.

Vacation: Accrual ranges from 15-27 days per year, based on length of service.

Management Leave: Up to 80 hours per year.

Bereavement Leave: Up to 3 days for designated relatives; additional 2 days of sick leave may be authorized.

TO APPLY

If you are interested in this outstanding opportunity, please visit our website at www.bobmurrayassoc.com to apply online.

Filing Deadline: October 28, 2016

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. Candidates will be advised of the status of the recruitment following finalist selection. Finalist interviews will be held with the City of Rocklin. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. If you have any questions, please do not hesitate to call Mr. Gary Phillips at (916) 784-9080.

MINUTES



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



August 09, 2016

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 Janda presiding.
- 2. Mayor Janda led the Pledge of Allegiance.
- 3. Roll Call:
 - A. Councilmembers: Dave Butler, George Magnuson, Scott Yuill, Mayor Greg Janda
 - B. City Personnel: Ricky A. Horst, City Manager

DeeAnne Gillick, Interim City Attorney

Troy Holt, City Manager's Office

Michael Young, City Manager's Office Bob Hilton, Recreation, Arts & Tourism Karen Garner, Recreation, Arts & Tourism

Jason Johnson, Administration

Marc Mondell, Community Development Laura Webster, Community Development Brett Finning, Community Development

Ron Lawrence, Police Chad Butler, Police Kurt Snyder, Fire

Mona Forster, Deputy City Clerk

C. Commissioners: None

COUNCIL REPORTS

3.5 Reports from Boards, Committees and Commissions (Verbal)

Councilmembers discussed filling in for former Councilmember Ruslin on her boardmember commitments.

AGENDA REVIEW

4. Agenda Modifications

Item# 15 moved to after Citizens Addressing the City Council

CONSENT CALENDAR

- 5. City Council, Public Financing Authority & Successor Agency Meeting Minutes of July 26, 2016
- 6. Special Joint Meeting of the Rocklin City Council and Rocklin Planning Commission Meeting Minutes of July 26, 2016
- 7. Quarterly Accounts Paid Report
- 8. Quarterly Treasurer's Report
- 9. Placer County Grand Jury's 2015-2016 Report Response
- 10. Resolution No. 2016-200 of the City Council of the City of Rocklin Ratifying a Resolution Commending Diana Ruslin for Her Years of Service to the City of Rocklin
- 11. Resolution No. 2016-201 of the City Council of the City of Rocklin Accepting and Directing the Recordation of a Grant Deed for Granite Drive and Warren Drive (Audi Rocklin DR2015-0003)

Motion to approve Item Nos. 5-11 on the Consent Calendar by Councilmember Butler, seconded by Councilmember Yuill. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

CITIZENS ADDRESSING THE CITY COUNCIL

12. NAME AND CITY- None

PUBLIC HEARINGS

13. Lea Subdivision Time Extension

This application is a request for approval of a one-year extension of time for the previously approved project:

Lea Subdivision (SD-2005-06) – A small lot tentative map to subdivide an approximately 12 acre site into 5 single-family residential lots ranging in size from 0.28 acres to 4.84 acres.

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The proposed project site is generally located at the terminus of Galaxy Lane, approximately 130 feet north of the intersection of Longview Drive and Galaxy Lane.

Mayor Janda opened the public hearing at 6:27 p.m.

Brett Finning's staff report highlighted:

- Applicant is not ready to file a final map
- Consistent with General Plan and Zoning

Council questions/comments included:

- Magnuson had concerns that the project has been ongoing for 10 years
- Council discussed maintenance of cell towers

Public Input:

Tim Clifford would like to know what is the plan for lot #5 Charlene Hardystein, opposed and had concerns regarding the cell towers Resident, opposed and had concerns regarding the cell towers

Mayor Janda closed the public hearing at 6:30 p.m.

A. Resolution No. 2016-202 of the City Council of the City of Rocklin Approving a One-Year Time Extension of a Tentative Subdivision Map (Lea Subdivision Time Extension / SD2016-0004)

Motion to approve Item No. 13 by Councilmember Magnuson, seconded by Councilmember Yuill. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

14. North West Rocklin General Development Plan Text Amendment

This application is a request for approval of a General Development Plan Text Amendment to:

- Consolidate previously-approved amendments to Exhibit C of the Northwest Rocklin Annexation General Development Plan (Ordinances 941, 991, 1000, 1014 and 1041) into a single document;
- Modify certain residential development standards (minimum lot area, lot width, front setbacks and maximum lot coverage) for zoning category PD-2.1 through PD-3.3;
- Add a new residential zoning category PD-22+ to the General Development Plan document and modify section 3.5.3 (1) dealing with multi-family building heights addressing transitions through design review; and,
- Complete various technical edits associated with previously approved modifications to maintain internal consistency within the document.

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The subject property is generally located east of Highway 65, west of Whitney Oaks Drive, south of the Rocklin/Lincoln City limit line and north of Stanford Ranch.

Laura Webster's staff report highlighted:

- Planning Commission reviewed the item on July 19, 2016. Following public comment voted to recommend City Council approval with minor changes to the language regarding front yard setback.
- Examples of what the development might look like

Council questions/comments included:

Council discussed meeting the affordable housing element

DeeAnne Gillick clarified the layers of approval with a planning project.

Mayor Janda opened the public hearing at 7:08 p.m.

David Barry from Ubora answered questions

There being no public input, Mayor Janda closed the public hearing at 7:10 p.m.

A. Resolution No. 2016-203 of the City Council of the City of Rocklin Approving a Notice of Exemption (Northwest Rocklin General Development Plan Text Amendment, PDG-99-02 ET AL/PDG2016-0002)

Motion to approve Item No. 14.A. by Councilmember Magnuson, seconded by Councilmember Yuill. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

A. First Reading & Publication: Ordinance No. 1055 of the City Council of the City of Rocklin Consolidating Previously Approved Amendments to Exhibit C of the North West Rocklin General Development, Modifying Certain Development Standards within the PD-2.1-3.3 Zone District, Adding a New PD-22+ Zoning Category and Completing Other Technical Edits (North West Rocklin General Development Plan Text Amendment – PDG-99-02 et al /PDG-2016-0002)

Motion to Read by Title Only Item No. 14.B. by Councilmember Magnuson, seconded by Councilmember Janda. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

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Motion to approve on First Reading Item No. 14.B by Councilmember Magnuson, seconded by Councilmember Yuill. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None None

Absent: Abstain:

None

RESOLUTIONS

15. Resolution No. 2016-204 of the City Council of the City of Rocklin Approving the Agreement for Quarry Park Amphitheater Naming Rights and Authorizing the City Manager to Execute the Agreement

Bob Hilton's staff report highlighted:

- Platinum Living Services is a subsidiary company of Western Care Construction has a History of sponsorship support
- Platinum Living Services will pay the City of Rocklin \$50,000 each year for three years for naming rights
- The new name of the amphitheater will be Platinum Living Amphitheater at Quarry Park
- There will be three permanent signs

Councilmember Magnuson asked if the City would lose money due to the potential loss of Cabana Sponsorship

Councilmember Yuill brought to attention that the staff report had the incorrect amphitheater name on it and was concerned there might be confusion.

Mayor Janda asked for clarification on the building of the water tower and freeway signage.

Mr. McDonald, Platinum Living Services representative, said he is proud that all their businesses are centered in Rocklin. They support Rocklin's vision and very excited to be involved with this project and hope for a long association with the City.

Jerry Mitchell supports this proposal and asked for clarification on the use of money earned and signage.

Motion to approve Item No. 15 by Councilmember Yuill, seconded by Councilmember Magnuson. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

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ORDINANCES

16. First Reading & Publication: Ordinance No. 1056 of the City Council of the City of Rocklin Amending Chapter 5.20 of Title 5 of the Rocklin Municipal Code Related to Massage Services

Chief Lawrence's staff report highlighted:

- Since 2009 there has been a significant increase in numbers of massage therapy businesses
- This ordinance will allow for administration sanctions in addition to criminal sanctions.

Motion to Read by Title Only Item No. 16 by Councilmember Yuill, seconded by Councilmember Janda. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

Motion to approve on First Reading Item No. 16 by Councilmember Yuill, seconded by Councilmember Butler. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

17. First Reading & Publication: Ordinance No. 1057 of the City Council of the City of Rocklin Amending Section 3.04.020 of the Rocklin Municipal Code Relating to Personal Services Contracts

Motion to Read by Title Only Item No. 17 by Councilmember Magnuson, seconded by Councilmember Butler. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

Motion to approve on First Reading Item No. 17 by Councilmember Magnuson seconded by Councilmember Yuill. Passed by the following vote:

Ayes:

Magnuson, Butler, Yuill, Janda

Noes:

None

Absent:

None

Abstain:

None

Councilmember Magnuson left the room at 7:34 and returned at 7:38

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

18. Rocklin Adventures Presentation. Informational Only.

Rick Horst's presentation included:

- Vision
- Planning history
- Rocklin Quarry Adventures
- Will bring more information back to council in 30 days

Jerry Mitchell spoke in support
David Attaway, Placer Valley Tourism spoke in support

19. Announcements/Brief Reports

Councilmember Butler reported the League of California Cities will be meeting and touring Rocklin.

20. City Manager Report

Councilmember Yuill discussed streamlining a process to retro fitting homes

Councilmember Janda commented on sales tax revenue increase 44%.

FUTURE AGENDA ITEMS

Councilmember Magnuson request a report on the crosswalk on Ferron, Paragon and Whitney

FUTURE STRATEGIC PLANNING ITEMS

PUBLIC FINANCING AUTHORITY

21. No Action Required

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

22. No Action Required

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

23. Under Government Code Section 54957
Public Employee Performance Evaluation
City Attorney

Mayor Janda asked for public input. There being none, Mayor Janda called for the Closed Session at 8:15 p.m.

The Closed Session ended at 9:10 p.m. with no report.

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ADJOURNMENT		
24. Meeting Adjourned at 9:10		
	Gregory A. Janda, Mayor	
Mona Forster, Deputy City Clerk		

Minutes of August 09, 2016

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MINUTES



SPECIAL MEETING OF THE ROCKLIN CITY COUNCIL



AUGUST 19, 2016

TIME: 10:30 AM
PLACE: COUNCIL CHAMBERS, 3970 ROCKLIN ROAD
www.rocklin.ca.us

INTRODUCTION

- 1. The Special Meeting of the Rocklin City Council convened at 10:30 a.m. Mayor Janda presiding.
- 2. Roll Call: Dave Butler, George Magnuson, Scott Yuill, Mayor Greg Janda

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

Under Government Code Section 54956.9(d)(1) and (4)
 Potential City Participation in Pending Litigation
 Wood, SORE v. Placer LAFCO, et al.
 Placer Superior Court Case No. SCV0037930

Mayor Janda asked for public input. There being none, Mayor Janda called for the Closed Session at 10:32 a.m.

Councilmember Magnuson left the meeting at 11:06 a.m.

The Closed Session ended at 11:17 a.m. returned to open session from closed session with the following report.

Action was taken in closed session as follows:

Motion to:

- Accept Placer LAFCO's tender of defense of this action and authorize the City under the direction of the City Attorney to hire Special Counsel and take all necessary actions to defend this lawsuit;
- Authorize the City to join the lawsuit as a party as determined by the City Attorney and take all necessary actions to prosecute such action

by Councilmember Butler, seconded by Councilmember Yuill. Passed by the following vote:

Ayes:	Butler, Yuill, Janda	
Noes:	None	
Absent:	Magnuson	
Abstain:	None	

ADJOURNMENT

4. Meeting Adjourned at 11:17 a.m.		
	Gregory A. Janda, Mayor	
Barbara Ivanusich, City Clerk		



City Council Report



Subject: Quarterly Report

Submitted by: Crime Analyst Shawn Baird Date: 9/13/16

Department: Police

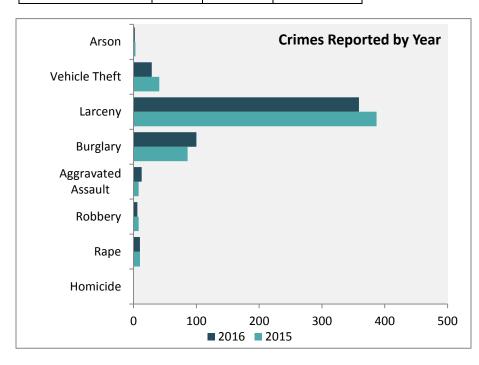
• Staff Recommendation: None. Report for Information Only

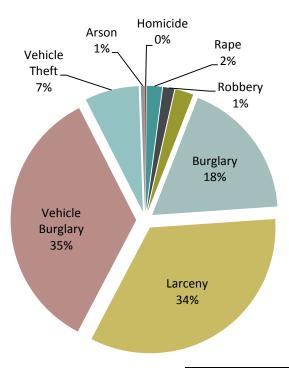
Below is a summary for the Rocklin Police Department crime rate and performance for 1/1/16 - 8/23/16.

Crime Rate and Trends

	2015	2016	% Change
Crime Rate	14.1	12.8	-10%
Violent Crime	44	45	2%
Homicide	0	1	NC
Rape	18	15	-17%
Robbery	10	11	10%
Aggravated Assault	16	18	13%
Property Crime	799	716	-10%
Burglary	125	137	10%
Larceny	613	522	-15%
Vehicle Theft	58	53	-9%
Arson	3	4	33%

- Crime rate is currently 12.8, down 10% from the same time period last year.
 - Total violent crime is up 2%
 - Total property crime is down 10%
 - Shoplifting decreased 20%
 - Theft from vehicles decreased 11%
 - Total part 1 crimes are down 10%

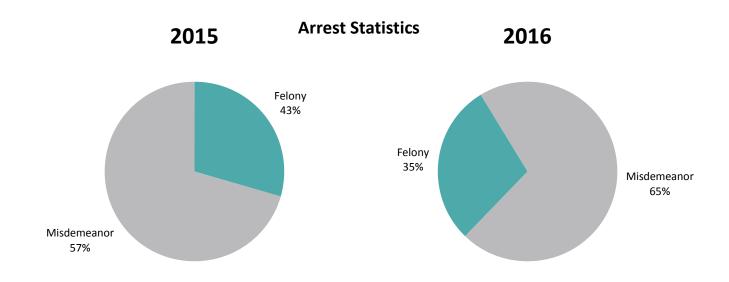




Performance Measures

	2015	2016	% Change
Total Incidents	41251	36335	-12%
Calls for Service	25559	22429	-12%
Officer Initiated Incidents	15692	13906	-11%
Total Reports	3040	2956	-3%
Accidents	259	285	10%
Arrests	737	733	-1%
Citations	2168	1968	-9%

- Total Police incidents are down 12%
- Dispatched calls for service decreased 12%
- Officer initiated activity decreased 11%
- Overall arrests are down 1%
- Felony arrests decreased by 1%



Collision Statistics

	2015	2016	% Change
Injury Collisions	28	41	46%
Non-Injury Collisions	244	243	0%
Total Traffic Collisions	272	284	4%
Traffic Citations	2168	1968	-9%

2015 Top 5 Collision Locations
1. Rocklin Rd / I80
2. Sunset Blv / Pacific St
3. 5000 Rocklin Rd (Sierra College)
4. Rocklin Rd / Granite Dr
5. Stanford Ranch Rd / Sunset Blv

- Total number of traffic collisions increased 4%
- Total number of citations written decreased 9%

Animal Control

	2015	2016	% Change
Calls for Service	2034	2086	3%
Self-Initiated Incidents	1712	1444	-16%
Total Animal Control Calls	3746	3530	-6%
Animal Licenses*	1385	1405	1%

^{*}Data current through 7/31

Ricky A. Horst, City Manager

Reviewed for Content

DeeAnne Gillick, City Attorney

Reviewed for Legal Sufficiency

Attachments:

ORDINANCE NO. 1055



ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
CONSOLIDATING PREVIOUSLY APPROVED AMENDMENTS TO EXHIBIT C OF THE NORTH
WEST ROCKLIN GENERAL DEVELOPMENT, MODIFYING CERTAIN DEVELOPMENT
STANDARDS WITHIN THE PD-2.1-3.3 ZONE DISTRICT, ADDING A NEW PD-22+ ZONING
CATEGORY AND COMPLETING OTHER TECHNICAL EDITS
(North West Rocklin General Development Plan Text Amendment –
PDG-99-02 et al /PDG-2016-0002)

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

<u>Section 1</u>. The City Council of the City of Rocklin finds and determines that:

- A. A Notice of Exemption has been approved for this project via City Council Resolution No. 2016-203.
- B. The proposed amendment to Exhibit C of the Northwest Rocklin General Development Plan will consolidate recent previously-approved amendments (i.e., Ord 941, 991, 1000, 1014 and 1041) into a single document; modify certain development standards for zoning category PD-2.1 through PD-3.3; complete necessary technical edits for internal consistency; add a new zoning category PD-22+ to the General Development Plan document; and modify Section 3.5.3 (1) dealing with multi-family building heights addressing transitions through design review.

Note - Exhibit A of the North West Rocklin General Development Plan is reflected on the current version of the Citywide Zoning Map and is not being modified by this action. Exhibit B of the North West Rocklin General Development Plan remains as most recently adopted as part of Ordinance 941 and is not being modified by this action.

- C. The area is physically suited to the uses authorized in the proposed general development plan amendment and rezoning.
- D. The proposed general development plan amendment is compatible with the land uses existing and permitted on the properties in the vicinity.
- E. The land uses, and their density and intensity, allowed in the proposed general development plan amendment are not likely to create serious health problems or create nuisances on properties in the vicinity.
- F. The City Council has considered the effect of the proposed general development plan amendment 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.

G. The requested modifications would encourage a creative and more efficient approach to the use of land; maximize the choice in the type of housing available in Rocklin; and provide a means for creativity and flexibility in design while providing adequate protection of the environment and of the health, safety, and comfort of the residents of the City.

<u>Section 2</u>. The City Council of the City of Rocklin hereby approves the revised Exhibit C to the Northwest Rocklin General Development Plan as attached hereto and incorporated herein.

Section 3. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on August 9, 2016, by the following vote:

AYES:

Councilmembers:

Magnuson, Butler, Yuill, Janda

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

None

ABSTAIN:

Councilmembers:

None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on September 13, 2016, by the following vote:

AYES:

Councilmembers:

NOES:

Councilmembers:

ABSENT:

Councilmembers:

ABSTAIN:

Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:

8/9/16

Second Reading:

9/13/16

Effective Date:

10/13/16

EXHIBIT C Revised and Consolidated Exhibit C of the Northwest Rocklin General Development Plan PDG 99-02 et al / PDG2016-0002

Note - Exhibit A of the North West Rocklin General Development Plan is reflected on the current version of the Citywide Zoning Map and is not being modified by this action. Exhibit B of the North West Rocklin General Development Plan remains as most recently adopted as part of Ordinance 941 and is not being modified by this action.

NORTH WEST ROCKLIN GENERAL DEVELOPMENT PLAN EXHIBIT C TO PDG-99-02 ET AL / PDG2016-0002

NORTHWEST ROCKLIN

GENERAL DEVELOPMENT PLAN AMENDMENT

By

Community Development Department
City of Rocklin
California

Prepared for:



Newland Communities

Adopted and amended by Rocklin City Council Ordinance Nos. – 858, 882, 884, 892, 898, 941, 991, 1000, 1014, 1041 and _____

August 9, 2016

Prepared by: Terrance E. Lowell & Associates, Inc.

Updated by: Ubora Engineering and Planning, Inc.

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- 8 Highway 65 Corridor Trip Allocation by Development Areas
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- 10 Development Standards for Non Residential Zones
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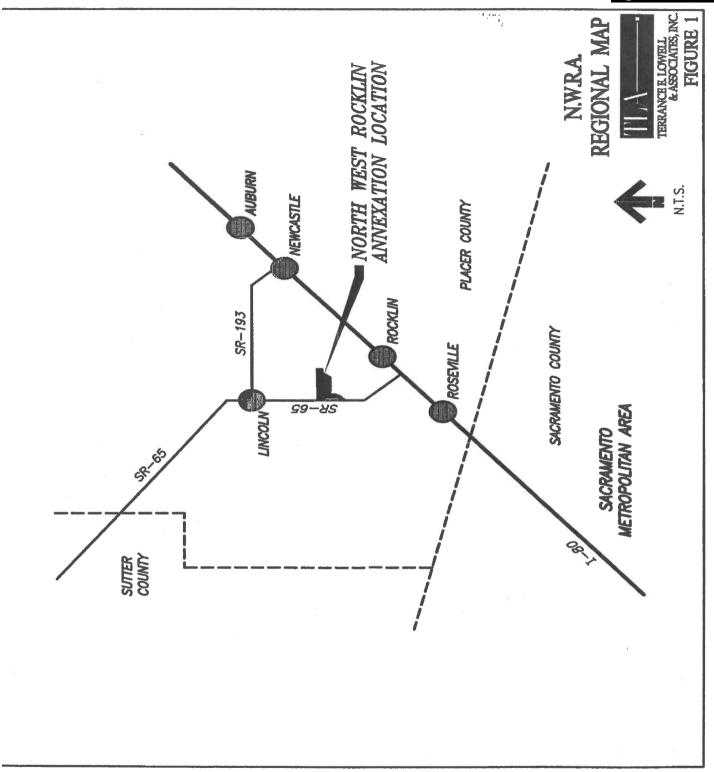
CHAPTER ONE - INTRODUCTION

1.1 Purpose of General Development Plan

A General Development Plan (GDP) is a planning document that defines, in detail, the development criteria for a project area. Chapter 17.60 of the Rocklin Municipal Code establishes the Planned Development process as a "means to provide for greater flexibility in environmental design than is provided under the strict application of the zoning and subdivision ordinances." With that intent, the North West Rocklin Area General Development Plan ("NWRA GDP") has been crafted to allow the integrated development of the 1,871-acre project in a manner that will a) promote the development of developable areas and avoid sensitive environmental areas, b) encourage creative and innovative design by allowing flexibility in property development standards, c) encourage the preservation of open space, and d) accommodate various types of large scale, complex and phased development in the planning area. More specifically, the NWRA GDP:

- 1. Establishes the interrelationship among land uses in the plan area.
- 2. Specifies permitted and conditionally permitted uses for all parcels and the intensity of the uses.
- 3. Establishes development standards such as the lot sizes, building setbacks, and height limits.
- 4. Identifies the width and general location of roadways necessary to serve the development
- 5. Identifies the needs and supply sources of water, sewer, drainage, and other public service needs of the project.
- 6. Provides guidance for the preparation of tentative maps, with regards to design features such as street alignments and cross-sections, lot size and lot orientation

The GDP will serve as the regulatory land use document for the North West Rocklin area. All provisions of the Zoning Ordinance (Title 17 of the Rocklin Municipal Code) shall apply to this project unless otherwise specified in this GDP.



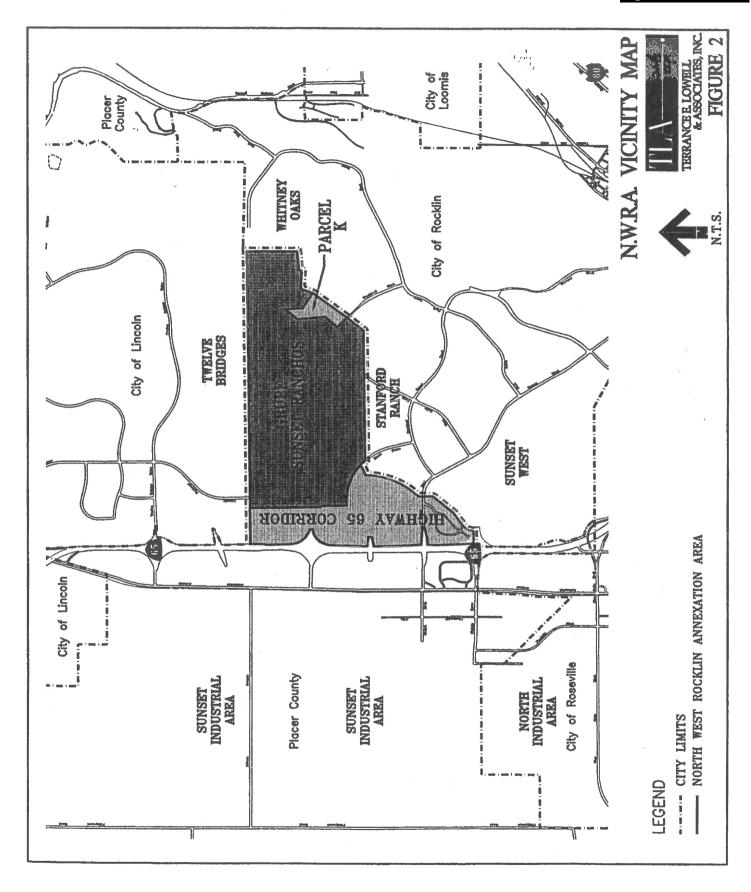
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1.2 Plan Area Location and Description

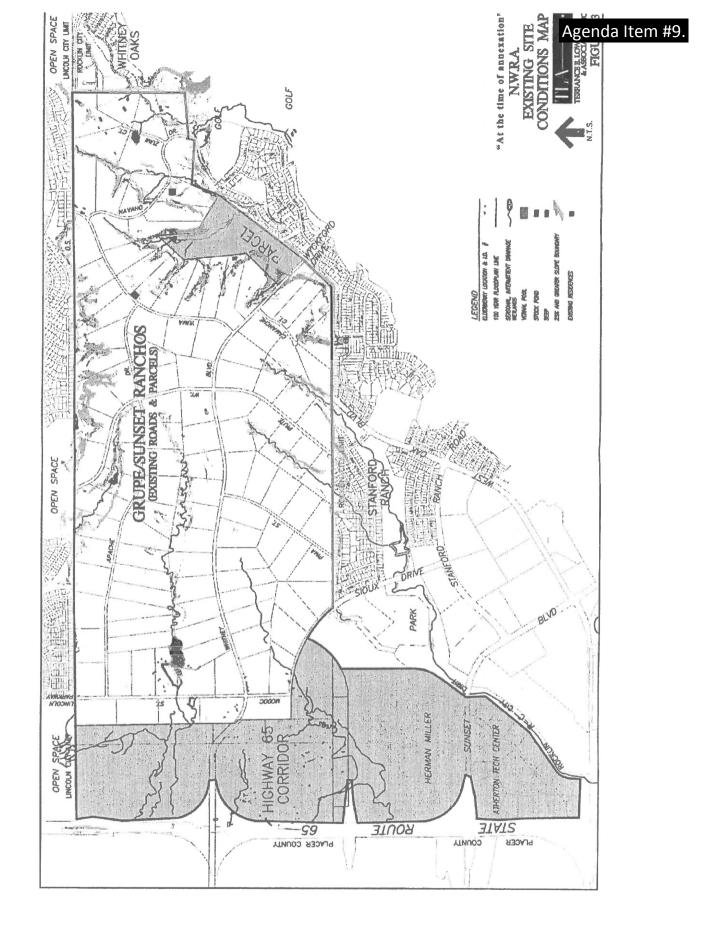
The North West Rocklin Plan Area is approximately 1,871 acres located in the northwest corner of the City of Rocklin. Rocklin is located in the County of Placer, about 20 miles northeast of the City of Sacramento.

The North West Rocklin Plan Area is contiguous to SR 65 on the west and the Twelve Bridges Specific Plan area in the City of Lincoln on the north. Within the City of Rocklin, the Whitney Oaks project is to the east with Sunset West and Stanford Ranch on the south. West of the plan area is the Sunset Industrial Area in the County of Placer.

The North West Rocklin Plan Area's location within the regional setting is presented in Figure 1 and a vicinity map is presented in Figure 2. Figure 3 shows the existing site conditions at the time of the annexation, which influenced future land uses for the plan area.



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The North West Rocklin Area contains three distinct planning areas: Sunset Ranchos, Highway 65 Corridor (Hwy. 65), and Parcel K. Table 1 presents a summary of proposed land uses in the three planning areas and Figure 2 shows their locations.

	Summary	Table 1 of Land Uses by Plan	ning Avoc	
Planning Area	Acreage	Existing Use	Dev. Unit	Proposed Zoning and Use
Sunset-Ranchos	1,296.3	Single-family homes, High School, parks	1 to 69	Planned Development (PD) up to 2,937 SF dwelling units up to 1,328 MF dwelling units 23.3 acres (252,600 sq. ft) commercial 9.2 ac. (125,452 sq. ft) Business Professional. 2 Elementary Schools (22.4 ac.) 1 Junior High School (19.9 ac.) 1 High School (50.0 ac.) 57.3 ac. Public Parks/ 6.7 ac. Private Recreation Facilities 199.8 ac. Open Space
Highway 65 Corridor: • Atherton Tech ¹	527.8 81.8 ac. 5 ac.	Light Industrial Open Space	115 116	Planned Development (PD) Light Industrial (81.8 ac.) Open Space (5 ac.)
William Jessup University	155.8 ac.	University	113 114 112	Light Industrial (106.1 ac.) Commercial (30.1 ac.) Open Space (19.6 ac.)
Placer Ranch	147.3 ac.	Vacant	107 108A 108B 110	Commercial (38.4 ac.) Bus. Prof./Commercial (34.26 ac.) 221 SF dwelling units (33.74 ac) 149 SF dwelling units (22.9 ac.) Open Space (18 ac.)
• JBC Investments	114.2 ac.	Vacant	109/111 106	Commercial (24.3 ac.) Bus. Prof./Commercial (66.3 ac.)
Core Roadways	23.7 ac.		106	Open Space (23.6 ac.)
Parcel K	47 ac.	Single-family residential		Developed • 109 SF dwelling units • Open Space (3.2 ac.)

Page 9 of Exhibit C to Ord No.

CHAPTER TWO – ZONING DISTRICTS AND RELATIONSHIP TO THE ROCKLIN MUNICIPAL CODE

2.1 Relationship to the Rocklin Municipal Code

All provisions of the Rocklin Municipal Code (R.M.C.) shall apply to this project unless otherwise specified in this General Development Plan. Whenever there is a conflict between Title 16 and Title 17 of the R.M.C. and this General Development Plan, the provisions of the General Development Plan shall prevail.

2.2 Zoning Districts

To encourage a more creative and flexible approach to the use of land in this planning area, the General Development Plan identifies the zoning for Northwest Rocklin as a Planned Development (PD).

The Northwest Rocklin General Development Plan will utilize the following zoning categories.

PD-1.6 Residential – One-and-six tenths (1.6) dwelling units to the gross

acre.

Purpose: To provide for low density, single family-detached residential

units, with minimum lot size of 11,000square feet.

PD-2.1, 2.5C-3.3 Residential Cluster – Two-and-one tenths (2.1) through three-

and-three tenths (3.3) dwelling units to the gross acre.

Purpose: To provide for low density, single family-detached residential

units, with minimum lot size of 7,000 square feet.

PD-2.9C – 3.8C Residential Cluster – Two-and-nine tenths (2.9) through three-

and-eight tenths (3.8) dwelling units to the gross acre.

Purpose: To provide for low density, single family-detached residential

units, with minimum lot size of 6,000 square feet. This zoning category applies to parcels with extensive slope constraints. Smaller lot sizes allows slope areas to be preserved as permanent

open space.

PD-3A Residential – Three (3) dwelling units to the gross acre.

Purpose: To provide for low density, single family-detached residential

units, with minimum lot size of 11,000 square feet.

PD-3B Residential – Three (3) dwelling units to the gross acre.

Purpose: This designation shall apply to the Parcel K area next to Stanford

Ranch. It will provide for low density, single family-detached

residential units, with minimum lot size of 7,500 square feet.

PD-3.5C - 5.4C

Residential Cluster - Three-and-five tenths (3.5) through five-

and-four-tenths (5.4) dwelling units to the gross acre.

Purpose:

To provide for medium density, single family detached and attached residential units, with minimum lot size of 4,000 square feet. This zoning category applies to parcels with extensive slope constraints. Smaller lot sizes allows slope areas to be preserved

as permanent open space.

PD-4

Residential – Four (4) dwelling units to the gross acre.

Purpose:

To provide for medium density, single family-detached residential units, with minimum lot size of 7,500 square feet. See note (1).

PD-4.2 - 5

Residential – Four-and-two tenths (4.2) through five (5) dwelling

units to the gross acre.

Purpose:

To provide for medium density, single family detached and attached residential units, with minimum lot size of 6,000 square feet.

PD-6.5 – 6.6

Residential – Six-and-five tenths (6.5) through six-and-six tenths

(6.6) dwelling units to the gross acre.

Purpose:

To provide for medium density, single family detached or attached residential units, using traditional and non-traditional lot designs. A minimum 10ot size of 3,000 square feet is required.

PD-7.3-10A

Residential – Seven-and-three tenths (7.3) through ten (10)

dwelling units to the gross acre.

Purpose:

To provide for medium density, single family detached or attached residential units, using traditional and non-traditional lot designs. A minimum lot size of 2,400 square feet is required.

PD-8.7A

Residential – Eight-and-seven tenths (8.7) dwelling units to the

gross acre.

Purpose:

To provide for medium high density, single family-detached or attached residential units, using traditional and non-traditional lot designs. A minimum lot size of 2,500 square feet is required.

PD-10 - 12

Residential – Ten (10) through Twelve (12) dwelling units to the

gross acre.

Purpose:

To provide for medium high density, single-family detached or attached, multi-family residential units, apartments, townhouses, condominiums, or cluster design.

PD-18-20

Residential - Eighteen (18) through Twenty (20) dwelling units

to the gross acre.

Purpose:

To provide for high density, multi-family attached residential units, apartments, townhouses, condominiums, or cluster design.

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PD-22+ Residential – Minimum Twenty-two (22) dwelling units to the gross

acre.

Purpose: To provide for high density, multi-family attached residential units,

apartments, townhouses, condominiums, or cluster design. This category is intended to help the City achieve its regional housing needs allocation. Thus, the minimum density is set with no maximum cap. No project will be approved if the density is below 22 dwelling units per gross acre.

PD-BP Business Professional

Purpose: To provide opportunities for developing and operating professional and

administrative offices.

PD-COMM Commercial

Purpose: To provide a large concentration and mix of retail and services to meet

the needs of local residents and employees of the plan area. Office uses will be limited to no more than 30% of the total building square footage.

PD-NC Neighborhood Commercial

To provide a mix of retail and services to meet the needs of local residents. Due to limited parcel size and proximity to single-family residential uses, uses in this district will be limited in types, intensity, and

design compared to the community commercial district.

PD-BP/COMM Business Professional/Commercial

Purpose: To provide opportunities for developing and operating professional and

administrative offices while allowing limited amount (maximum of 30%

of site) retail commercial uses that are compatible with office uses.

PD-LI Light Industrial

Purpose: This district is intended primarily for light industrial uses such as

manufacturing, assembly, research and development as well as limited office uses that are compatible with industrial uses and light Industrial

land uses in a campus-like setting.

SCHOOL School Facilities

Purpose: To reserve land for the construction of future school facilities. These

parcels will be reserved for purchase by the Rocklin Unified School

District (RUSD). (1)

Recreation Facility Private Recreation Facilities

Purpose: To provide areas for private recreational facilities typically owned and

operated by a community association or Home Owners' Association for

exclusive use by property owners, tenants, and their guests.

Park Park Facilities

Purpose: To provide areas for passive and active recreational opportunities. These

parcels will be dedicated to the City for park improvements and annexed into the City of Rocklin Parks CFD. The Community park site will

Page 12 of Exhibit C to Ord No.

provide for more intense active recreation such as athletic complexes, swimming pools and lighted ball fields. The park will attract users from throughout the City. Neighborhood parks will serve the immediate neighborhood and will have less intensive recreation uses like play equipment and turf area.

OS Open Space

Purpose: To preserve hillsides, streams, and other natural resources and buffer

them from adjacent land uses. Storm water conveyance and detention will also utilize open space area. The open space corridors will preserve natural drainage ways, link public facilities via adjacent pedestrian trail,

and create a unifying element to the plan.

Note (1): All proposed elementary school parcels have been designated with an

underlying designation of PD-5. This would give notice that residential development could occur in the event the Rocklin Unified School District

chooses not to use any of the sites for future school facilities.

The zoning designations, acreage and dwelling units for each project area are presented in Table 2. Figure 4 identifies the zoning that applies to the North West Rocklin Area. Figure 5 identifies the Development Areas referred to in this General Development Plan.

Subsequent amendments to zoning in the North West Rocklin Area are reflected on the City's Official Zoning Map. That document shall be referred to in all instances as the official zoning exhibit for this General Development Plan.

* The number of dwelling units and/or square footage reflected above is the maximum allowed based on zoning and for which infrastructure is designed or planned for. Actual development yield may be less.

Square footage for the Highway 65 Corridor is tied to # of trips and will depend on mix of uses. See Chapter 3.

2.3 Zoning Boundaries

The boundaries of the zones described in this plan shall be as shown on the General Development Plan Zoning Map, as indicated on Figure 4. Where precise delineation of the zone boundary, such as prepared on a tentative map indicates the area included is actually different from the area shown on the General Development Plan Zoning Map, and there is a choice between land use categories to assign to the area affected by the boundary change, any adjustment in land use or dwelling unit density shall result in no net gain of units when totaling the two areas, and shall not result in an increase of more than 10% in any zone category.

Figure 4 NWRA GDP Zoning Map

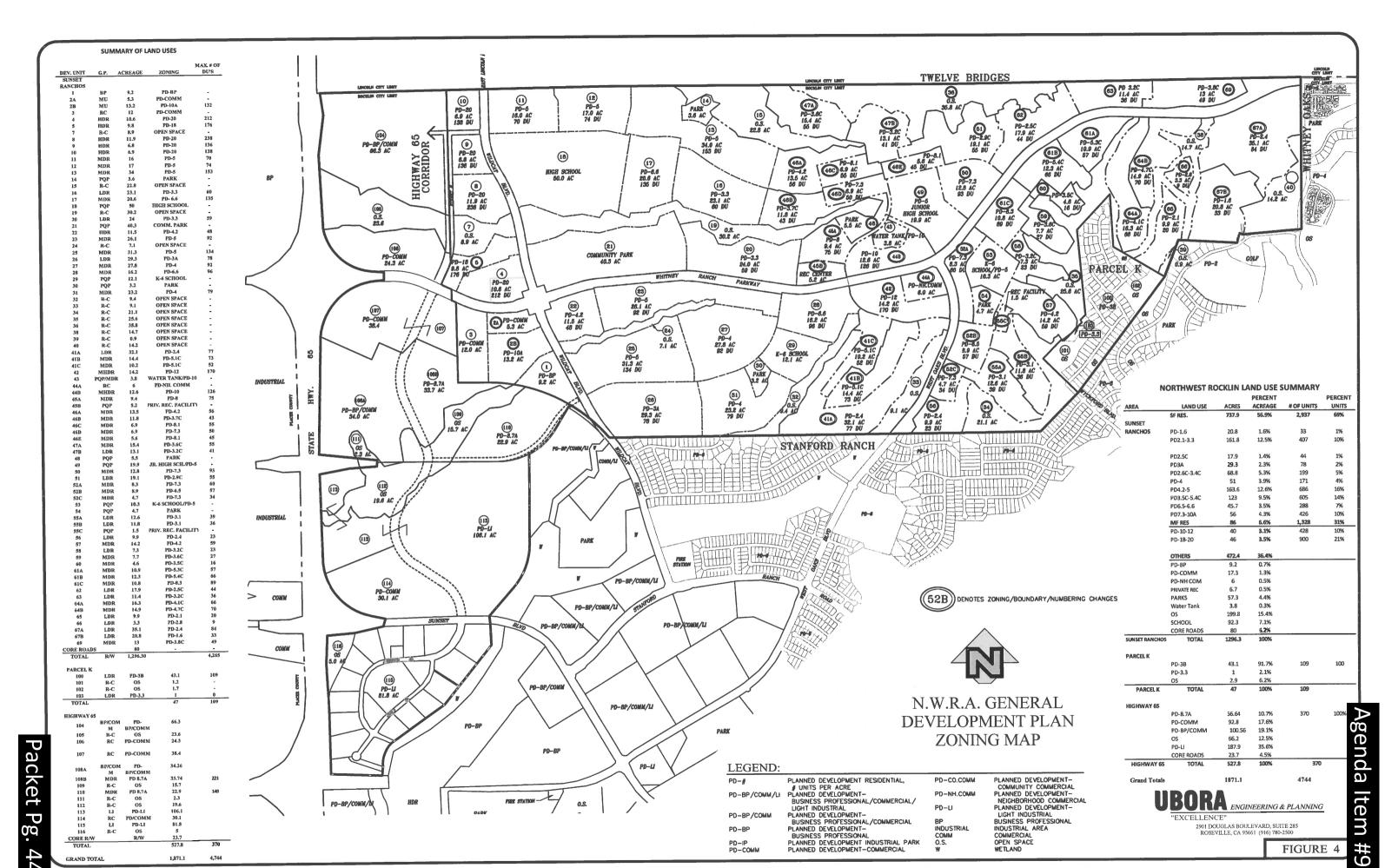
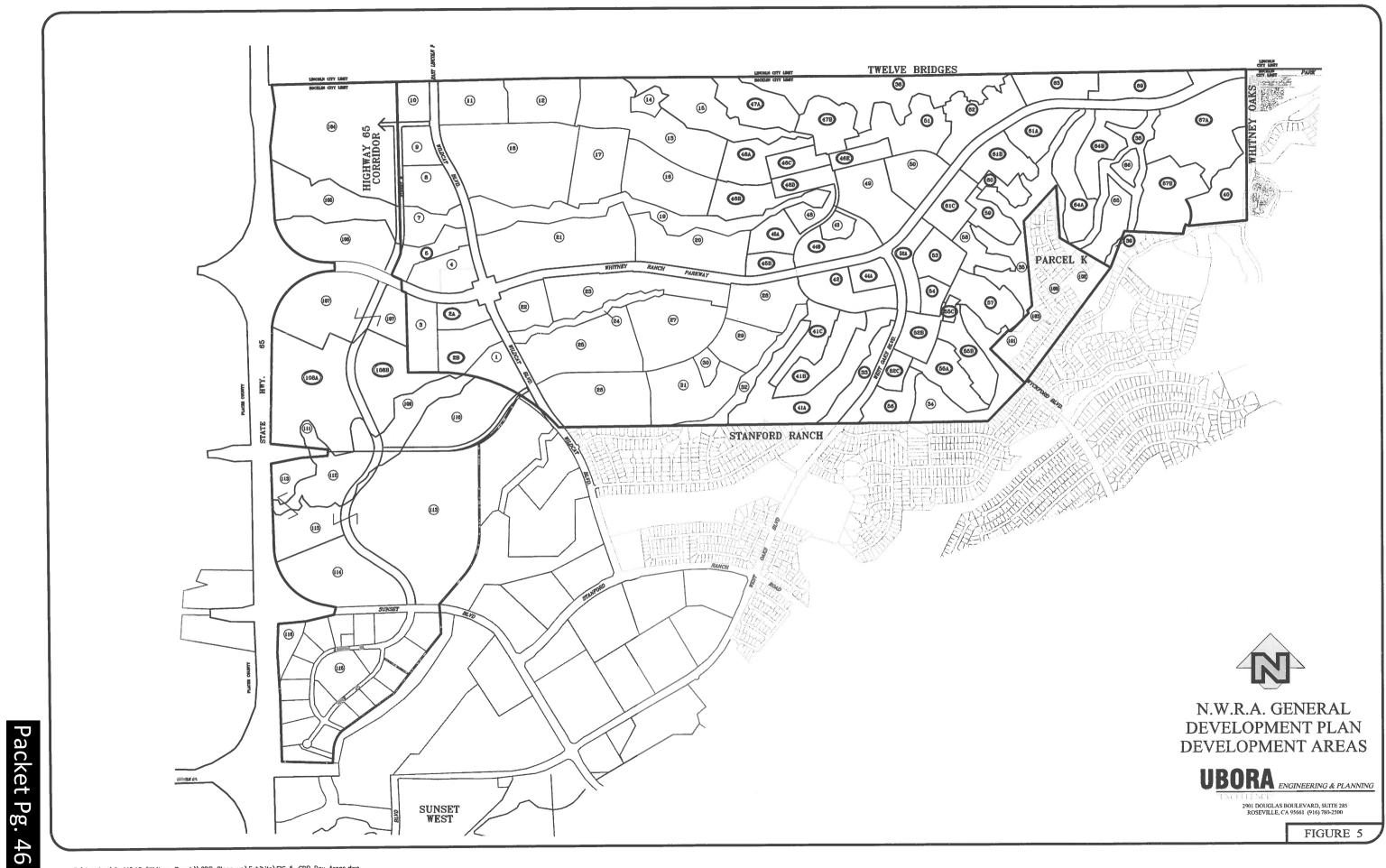


Figure 5 NWR GDP Development Areas



CHAPTER THREE - PERMITTED LAND USES AND DEVELOPMENT STANDARDS

3.1 Introduction

This chapter presents information regarding permitted uses and development standards associated with the zoning districts in the Northwest Rocklin Plan Area. The requirements presented in this chapter are prescriptive, which means all projects must comply with them without any discretion. In addition to these requirements, a set of Design Guidelines have been prepared which would provide guidance to property owners, architects, and developers in designing projects that are harmonious with the existing fabric of the project area and the City of Rocklin in general.

3.2 Overview of Project Area

The Sunset Ranchos planning area consists of predominantly residential development with associated parks and school sites, open space, and commercial areas to support the community's population. The site encompasses approximately 1,296.3 +/- vacant acres and is proposed for 2,937 single-family lots, 1,328 multi-family units, one 50-acre high school site, one 19.9 acre junior high school two elementary school sites totaling 22.4 acres, 64 acres of park/recreational sites, 199.8 acres of open space, and 23.3 acres of commercial sites.

Parcel K planning area consists of 44.1 acres of residential development up to a maximum of 109 units and approximately 2.9 acres of open space.

The Highway 65 Corridor planning area includes the Atherton Tech Center, which consists of existing office, business professional and industrial uses, the William Jessup University facility, and vacant undeveloped land zoned for similar land uses. Approximately 57 acres of the Highway 65 Corridor area is zoned for approximately 370 small-lot single-family residential units. The Atherton Tech Center was approved for the construction of Light Industrial buildings and is almost built out.

3.3 Land Use Summaries

3.3.1 Sunset Ranchos

The Sunset Ranchos planning area is conceptually divided into 84 development areas for land use planning. Each development area is identified on Figure 5 in Chapter 2. Table 3 lists the development areas within Sunset Ranchos with the corresponding proposed land use, zoning category, estimated acreage, maximum allowable number of dwelling units (# of DUs) and potential square footage.

Table 3
Sunset Ranchos Land Uses By Development Areas

	Sunset	Ranchos	Land Uses By Dev		
Development				Max. Allowable	Square Ft. ('000)*
Unit	Land Use	Acreage	Zoning	Dw. Units*	
1	Bus. Prof.	9.2	PD-BP		125.4
2A	Commercial	5.3	PD-Comm		56.6
2B	Residential	13.2	PD-10A	132	
3	Commercial	12	PD-Comm	-	130.7
4	Residential	10.6	PD-20	212	
5	Residential	9.8	PD- 20 18	171	
7	Open Space	8.9	Open Space	-	
8	Residential	11.9	PD-20	238	
9	Residential	6.8	PD-20	136	
10	Residential	6.9	PD-20	138	
11	Residential	16	PD-5	70	
12	Residential	17	PD-5	74	
13	Residential	34	PD-5	153	
14	Neigh, Park	3.6	Park	-	
15	Open Space	22.8	Open Space	-	
16	Residential	23.1	PD-3.3	60	
17	Residential	20.6	PD- 6.6	135	
18	High School	50	High School	-	
19	Open Space	30.2	Open Space	_	
20	Residential	24	PD-3.3	59	·
21	Comm. Park	40.3	Community Park	_	
22	Residential	11.5	PD-4.2	48	
23	Residential	26.1	PD-5	92	
24	Open Space	7.1	Open Space	_	
25	Residential	31.3	PD-5	134	
26	Residential	29.3	PD-3A	78	
27	Residential	27.8	PD-4	92	
28	Residential	16.2	PD-6.6	96	
29	School	12.1	K-6 School	-	
30	Neigh. Park	3.2	Park	-	
31	Residential	23.2	PD-4	79	
32	Open Space	9.4	Open Space	-	
33	Open Space	9.1	Open Space	-	
34	Open Space	21.1	Open Space	-	
35	Open Space	25.6	Open Space	-	
36	Open Space	35.8	Open Space	-	
38	Open Space	14.7	Open Space	-	
39	Open Space	0.9	Open Space	-	
40	Open Space	14.2	Open Space	-	
41A	Residential	32.1	PD-2.4	77	
41B	Residential	14.4	PD-5.1C	73	
41C	Residential	10.2	PD-5.1C	52	:

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Table 3 Contd.

Development Unit	Land Use	Acreage	Zoning	Max. Allowable Dw. Units*	Square Ft. ('000)*
42	Residential	14.2	PD-12	170	
43	Water Tank	3.8	Water Tank/PD-10		
44A	Nh. Comm.	6	PD-Nh. Comm	-	65.3
44A 44B	Residential	12.6	PD-10	126	
44B 45A	Residential	9.4	PD-8	75	
45A 45B	Rec. Center	5.2	Private Rec. Facility	-	
46A	Residential	13.5	PD-4.2	56	
46B	Residential	11.8	PD-3.7C	43	
46C	Residential	6.9	PD-8.1	55	
46D	Residential	6.9	PD-7.3	50	
46E	Residential	5.6	PD-8.1	45	
47A	Residential	15.4	PD-3.6C	55	
47B	Residential	13.1	PD-3.2C	41	
48	Neigh. Park	5.5	Park	_	
49	School	19.9	Jr. High Sch./PD-5	-	
50	Residential	12.8	PD-7.3	93	
51	Residential	19.1	PD-2.9C	55	
52A	Residential	8.3	PD-7.3	60	
52B	Residential	8.9	PD-6.5	57	
52C	Residential	4.7	PD-7.3	34	
53	School	10.3	K-6 School/PD-5	-	
54	Neigh. Park	4.7	Park	-	
55A	Residential	12.6	PD-3.1	39	
55B	Residential	11.8	PD-3.1	36	
55C	Rec. Facility	1.5	Private Rec. Facility	-	
56	Residential	9.9	PD-2.4	23	
57	Residential	14.2	PD-4.2	59	
58	Residential	7.3	PD-3.2C	23	
59	Residential	7.7	PD-3.6C	27	
60	Residential	4.6	PD-3.5C	16	
61A	Residential	10.9	PD-5.3C	57	
61B	Residential	12.3	PD-5.4C	66	
61C	Residential	10.8	PD-8.3	89	
62	Residential	17.9	PD-2.5C	44	
63	Residential	11.4	PD-3.2C	36	
64A	Residential	16.3	PD-4.1C	66	
64B	Residential	14.9	PD-4.7C	70	
65	Residential	9.9	PD-2.1	20	
66	Residential	3.3	PD-2.8	9	
67A	Residential	35.1	PD-2.4	84	
67B	Residential	20.8	PD-1.6	33	
69	Residential	13	PD-3.8C	49	
Core Roads	RW	80	-		
Total		1,296.3		4,265	377

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3.3.2 Parcel K

The Parcel K Planning Area is divided into 4 conceptual development areas for land use planning. Each development area is identified on the proposed GDP Zoning Map (Figure 4) in Chapter 2. Table 4 lists the development areas with the corresponding proposed land use, zoning category, estimated acreage and potential number of dwelling units (# of DUs).

<u>Table 4</u>
Parcel K - Land Use by Development Areas

Dev. Area #	Use	Zoning	Acre.	# of Dus *
100	Residential	PD-3B	43.1	109
101	Open Space	OS	1.2	-
102	Open Space	OS	1.7	-
103	Residential	PD-3.3	1	0
Total			47	109

^{*} Dwelling unit numbers are based upon them

3.3.3 Highway 65 Corridor

The Highway 65 Corridor Planning Area is divided into 14 conceptual development areas for land use planning. Each development area is identified on the GDP Zoning Map (Figure 4). Table 5 lists the development areas within Highway 65 Corridor with the corresponding proposed land use, zoning designation and estimated acreage. Square footage is tied to the number of trips and will depend on the mix of uses that is proposed. (See section 3.4.4).

Table 5
Highway 65 Corridor Land Uses By Development Areas

Dev.			
Area#	Use	Zoning	Acres **
104	Office and Commercial	PD-BP/COMM	66.3
105	Open Space	OS	23.6
106	Commercial	PD-COMM	24.3
107	Commercial	PD-COMM	38.4
108A	Office and Commercial	PD-BP/COMM	34.26
108B	Residential	PD-8.7A	33.74
109	Open Space	OS	15.7
110	Residential	PD-8.7A	22.9
111	Open Space	OS	2.3
112	Open Space	OS	19.6
113	Light Industrial	PD-LI	106.1
114	Commercial	PD/COMM	30.1
*115	Light Industrial	PD-LI	81.8
116	Open Space	OS	5.0
Core R/W	***Road	R/W	23.7
Subtotal			527.8

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- * This parcel (Atherton Tech) is almost built out. Total square footage for existing development is 659,700.
- ** Acreage estimates have been prepared as part of the General Development Plan. The actual acreages may change slightly through mapping of the properties.
- *** Includes 5 acres of roadways within Atherton Tech.

3.4 Permitted Land Uses

3.4.1 Residential Districts

	Table 6		Permitted	l and Cond	litionally	Pern	Permitted and Conditionally Permitted Uses in Residential Districts	1 Res	idential	Districts				
Uses	1.6	2.1 –	2.5C	2.9C-	3A	3B	3.5C - 5.4C	4	4.2 - 5	9.9 – 5.9	7.3 -	8.7A	10-12	18-
Accessory uses & structure	Ь	от. С	Ь	7.0C	Ъ	Ь	P	Ь	Ъ	P	P	Ь	Ъ	Ь
Apartments, Townhouses,	ı	1	3	1		ı		1			Ъ	Ъ	Ы	Ь
Community/Residential Care	n	n	Ŋ	n	n	D	n	Þ	n	D	n	n	n	n
Day Care Facilities	n	n	D	n	n	Ŋ	n	D	n	n	n	n	n	n
Rest Homes	'	'	,	-	1	1		1	1	n	n	n	n	n
Mobile Home Park			1		'		1		,	1	i		n	n
Parks, Playgrounds	D	n	n	n	n	D	Ω	D	n	n	n	n	n	Ŋ
Places of Assembly for Community Service	n	n	n	n	n	n	Ω	D	n	n	U	U	U	U
* Private Recreation facility	n	n	n	n	n	n	n	n	n	n	n	n	n	n
Utility Substation	D	n	n	Ŋ	n	D	n	þ	D	n	n	n	n	n
Schools, private elementary and secondary	D	n	n	n	n	n	n	n	Ŋ	n	n	U	U	n
Schools, public elementary and secondary	Ь	Ъ	Ъ	Ъ	Ь	Ъ	Ъ	P	Ь	Ь	Ь	Ь	Ь	Ы
Secondary residential units	Ы	Ъ	Ъ	P	Ъ	Ь	Ь	Ь	P	Ь	Ъ	Ъ	Ъ	1
Single family detached	ď	P	Ь	Ъ	Ь	Ь	Ь	Ъ	Ъ	Ь	Ь	Ь	Ъ	ı
Duplex/Triplex	Ŀ	1	,	•	1	'		1	1	Ь	P	Ь	Ь	Ъ
G	7	100	formational form	114100 trans	offer ormood	Jones L	on the property of		occorrie	intion or 1	committy occopiation or homeourner?	e accoriation	tion for	

exclusive use by property owners, tenants, and their guests. Such facilities may include: club houses, swimming pools, and other similar recreational uses that do * Private Recreation Facilities: Defined as recreational facilities typically owned and operated by a community association or homeowner's association for not involve public address systems or exterior lighting that is uncharacteristic for a residential development.

P = Permitted Use U = Conditionally Permitted Use -= Not Permitted

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3.4.2 Non Residential Districts

Table 7 presents the permitted and conditionally permitted uses in non-residential districts.

<u>Table 7</u> Permitted and Conditionally Permitted Uses in Non-residential Districts

Uses	Neigh. Comm	Comm	BP	BP/ Comm	Light Indust.
		TT		7.7	-
Arcade/Billiard Parlor	-	U	-	U	T.
Automotive Dealership	-	U	-	U	U
Automotive Dealership (entirely indoor without repair)	-	P	-	P	U
Automotive Repair Shop (Light)	-	U	-	U	U
Automotive Repair Shop (Heavy)	-	-	-	-	U
Banking, Insurance, Financial	P	P	P	P	P
Broadcasting Studios	-	-	-	-	U
Business Support Services such as copy shops and mailing services	P	P	P	Р	P
Car Wash (Stand alone or with a Gas Station)	-	U	-	U	-
Coin operated laundry or pick-up station for laundry or dry cleaner	P	P	-	P	-
Convenience Stores	P	P	-	P	-
Convenience store with gasoline sale	-	P	-	P	_
Contractors yard	-	_	-	-	U
Day Care Facilities	U	U	U	U	U
Delicatessen	P	P	P	P	P
Drive-through Facilities	-	P	P	P	-
Dry cleaners with on-site dry cleaning	U	U	-	U	P
Death care services, including mortuary and cremation service	-	-	-	_	U
Equipment rentals, indoor	-	-	-	-	P
Equipment rentals, outdoor	-	-	-	-	U
Farm Equipment & Supply Sales	-	-	-	_	U
Gas Station	-	P	-	P	U
Hard Liquor Sales (off-premise sales)	-	P	-	P	-
Hospital	-	_	_	U	-
Hotel/Lodging	-	U	U	U	-
Indoor Sports and Recreation, Health and fitness Centers, Figure Salons	-	Р	U	P	U

	Neigh.			BP/	Light
Uses	Comm	Comm	BP	Comm	Indust.
Light Manufacturing and processing	-		-		P/U (3)
Mail Order & Vending	-	-	_	-	P
Massage Parlors	-	U	-	U	-
Mini storage	-	-	-	-	U(7)
Mobile Pushcart Vending Facility	U	U	U	U	U
Offices	P	P	P	P	P
Outdoor Dining (more than 4 tables or 8 chairs)	U	U	U	U	U
Personal Services (beauty/barber salon, dry					
cleaners, dance studio without alcohol sale etc.)	P	P	-	P	-
Pet shop, grooming services	P	P	-	P	-
Places of Assembly for Community Service		-	P	P	U
Plant Nurseries (stand alone or accessory to a	-	P	-	P	P
department store)					
Printing & Publishing	-	-	-	-	P
Public Utility Facilities	U	U	U	U	P
Research and Development	-	-	-	-	P
Restaurant, with or without bar	P	P	P (6)	P	
Restaurant ancillary to & within primary use	P	P	P (6)	P	P
Retail Sales (inside an enclosed building) except that adult/sex oriented sales shall be regulated by Section 17.79.020 of the Rocklin Municipal Code	P	P	-	P	-
Retail use, showroom, and training appurtenant to a permitted or conditionally permitted use	P	P	-	P	P
Schools, college & university	-	U	U	U	U
Schools, private elementary and secondary	U	U	U	U	-
Schools, public elementary and secondary	P	P	P	P	P
Schools, specialized education & training, including trade schools	-	U	P	U	U
Sports facility or other outdoor public assembly	-	-	-	-	U
Theaters except that adult/sex oriented motion picture shall be regulated by Section 17.79.020 of the Rocklin Municipal Code	-	U	-	U	_
Uses involving public address system	-	U	U	U	U
Uses that operate between 11 p.m. and 6 a.m.	U	P	P	P	P
Vehicle rental storage (outside)	-	-	_	-	U
Veterinary Clinic	U	U	U	U	-
Warehousing and Distribution	-	-	-	-	P
Wholesale Sales	-	-	-	-	P
Woodworking and Cabinet Shops	-	-	-	-	U

P = Permitted Use U = Conditionally Permitted Use

- = Not Permitted

3.4.3 Special Use Regulations for Non Residential Zones

Permitted and conditionally permitted uses are subject to the following conditions and criteria:

1. SIMILAR USE DETERMINATIONS

The Community Development Director may determine certain uses or activities that are not explicitly stated above to be permitted or conditionally permitted uses provided the use or activity has characteristics that are similar to those of the uses listed above.

2. MODIFICATIONS TO TRAFFIC CAPACITIES (TABLE 8)

Maximum square footage for each development area shall be limited by the traffic capacity shown in Table 8. Additional square footage may be allowed if it can be demonstrated through a traffic analysis that intersections and roadway segments would operate acceptably.

3. POTENTIAL NUISANCE FACTORS/USE PERMIT

Uses which in the opinion of the Community Development Director, involve the potential to create odor, dust, noise, light, vibration or other nuisance factors, will be considered with a conditional use permit.

4. OFFICE USES/PD-COMM

Office uses in the PD-Comm. district shall be limited to no more than 30% of total building square footage.

5. COMMERCIAL USES/PD-BP/COMM

Commercial uses in the PD-BP/COMM. district shall be limited to no more than 30% of the land area within each applicable Development Area identified on the General Development Plan Zoning Map. This condition specifically applies to Development Area 104, and 108A.

6. RESTAURANTS & DRIVE-THRUS/PD-BP

Restaurant buildings or drive-through speaker boxes in the PD-BP district shall be located no closer than 300 feet to a residential property line.

MINISTORAGES / DEVELOPMENT AREA 113

Conditional use permit applications for mini-storage facilities will only be considered within Development Area number 113.

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3.4.4 Traffic Capacity

The traffic impact study for the NWRA project assumed total average daily trips of 68,692 trips for the Highway 65 corridor planning area - consisting of development areas 104 through 116, including the undeveloped parcels in Atherton Tech. If all traffic and road improvements that are outlined in the General Development Plan are constructed and development intensity stays within levels assumed by the traffic study, roadway intersections and segments within the project area will operate within acceptable levels of service established by the General Plan. To ensure that development intensity stays within levels assumed by the traffic study, future uses shall be required to demonstrate that the volume of traffic generated by each development does not exceed the Average Daily Traffic (ADT) shown for each development area in Table 8.

Volumes shown in Table 8 may be exceeded only if a traffic study demonstrates that all intersections and roadway segments would operate acceptably with the increase. This may occur when other areas within the annexation area develop at intensities lesser than presumed in the GDP and traffic study.

Traffic volumes for the 34.0 acres of commercial and 9.2 acres of business professional in the Sunset Ranchos planning area are included in the traffic counts for the Sunset Ranchos planning area. As long proposed building square footage is consistent with or below levels identified in Table 2, no additional traffic analysis would be required.

Consistent with the Traffic Impact Study, the following trip generation rates will be used for the purpose of establishing the base ADT limitation for a project within the Highway 65 Corridor Planning Area:

Business Professional (Office) 17.7 daily trips per 1,000 square feet Commercial (Retail, Highway etc) 35 daily trips per 1,000 square feet Light Industrial 7.6 daily trips per 1,000 square feet

All uses will be subject to applicable use limitations of this GDP as well as the traffic limitations herein. For example, in the PD-BP/COMM zone district, commercial uses cannot exceed 30% of the site.

SAMPLE CALCULATION OF ALLOWED SQUARE FOOTAGE FOR A PARCEL USING TRAFFIC CAPACITY AND ZONING RESTRICTIONS.

Development Area No. 104

Zoning Designation: PD-BP/Comm. Acreage: 66.3 acres

Step 1:

Total Site acreage: 66.3 acres or 2,888,028 square feet

Total Trips allocated 14,626

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Step 2

Maximum allowed commercial (30% of site assumed at 25% FAR):

216,602 square feet

Step 3

Trip generation for maximum allowed commercial (@ 35 trips per 1,000 sq, ft.): 7,581 trips

Step 4

Remainder of trips for parcel: 14,626 minus 7,581 = 7,045 trips

Step 5

Allowable square footage for Business Professional uses: 7,045 trips divided by 17.7 (trip rate for BP uses) x 1,000 = 398,023 square feet

In the above example:

- 1. The use regulation (chapter 3.4.3) limits commercial uses in the BP/Comm Zone to 30% of the site. A 25% FAR is assumed for commercial development and 30% FAR assumed for office and light industrial. This limitation translates into a maximum of 216,602 square feet for commercial uses.
- 2. At 35 trips per 1,000 square feet, the maximum number of trips allocated for commercial uses is 7,581 trips.
- 3. That leaves a remainder of 7,045 trips for the parcel. That translates into 398,023 square feet of development.
- 4. Because there is no use limitation on other uses, the developer could elect to develop the entire 66.3 acres for office or other allowed use.

The "Potential Building Square Footage" shown in Table 8 has been computed using the zoning limitations of chapter 3.4.3 and the traffic capacity of chapter 3.4.4. The computation does not assume the maximum allowed commercial intensity in the PD-BP/Comm Zone or the maximum allowed business-professional office in the PD-Comm. Zone. Instead, the potential maximum development intensity is reduced for both commercial and office uses to fit under the traffic capacity caps. It must be emphasized that this calculation is one of several possibilities for each parcel. In the PD-Comm. zone for example, it is possible for the entire site to be developed as commercial. In that case, the total building square footage would be smaller than what is shown in Table 8.

Table 8
Highway 65 Corridor Trip Allocation By Development Areas

	Dev. Area #	Acres	Zoning	TRIPS (ADT)			_			
					BP	Comm	LI	Total		
JBC	104	66.3	PD-BP/COMM	14,626	447	192	0	639		
	105	23.6	OS	0	_	-	-	_		
	106	24.3	PD-COMM	6,982	70	164	0	234		
	Subtotal	114.2		21,608	517	356	0	873		
Placer	107	38.4	PD-COMM	8,313	151	161	0	312		
Ranch	108	68.0	PD-BP/COMM	14,764	451	193	0	644		
	109	15.7	OS	0	-	-	-			
	110	22.7	PD-BP	3,800	215	0	0	215		
	111	2.3	OS	0	-	-	- ,			
	Subtotal	147.3		26,877	817	354		1,171		
William	112	19.6	OS	0	-	-	-:	-		
Jessup	113	106.1	PD-LI	¹ 8,325	0	0	719	719		
University	114	30.1	PD-COMM	11,473	0	328	0	328		
	Subtotal	155.8		19,798	0	328	719	1,047		
Atherton	115	81.8	PD-LI	² 8,760	39	0	91	130		
Tech	116	5.0	OS	0	-	-	-	-		
	Subtotal	86.8		8,760	39		91	130		
TOTAL		527.8		77,043	1,373	1,038	810	3,221		

ADT: Average Daily Traffic

Includes traffic capacity for existing William Jessup University (assuming a student capacity of up to 1,200 students) within existing (2004) ring road.

Includes traffic capacity for existing occupied 659,700 square foot light industrial and office buildings. Remaining traffic capacity for new development in Atherton Tech Center (last 3 undeveloped parcels) is 3,130 trips.

Table 9 - Residential Development Standards

	PD-1.6	PD-2.1, 2.4, 2.5C, 2.8, 3.1, & 3.3	PD-2.9C, 3.2C, 3.3C, 3.6C 3.7C & 3.8C	PD-3A	PD-3B	PD-3.5C, 4.1C, 4.7C, 5.1C, 5.3C, & 5.4C	PD-4	PD-4.2 & 5	PD-6.5 & 6.6	PD-7.3, 8, 8.1, 8.3 &10A	PD-8.7A ^g	PD-10, 12	PD-18 & 20	PD-22+ Minimum
Standard ^a	(基)				8			Link the s				10	10.00	N T
Max. units per gross acre	1.6	2.1-3.3	2.9 - 3.8	3	3	3.5 – 5.4	4	4.2 – 5	6-6.6	7.3 – 10	8.7	12	18-20	None
Min. units per gross acre	1	1	11	1	1	3.5	3.5	3.5	3.5	3.5	8.5	8.5	15.5	22
Min. lot area (sq. ft.)	11,000	7,000	6,000	11,000	7,500	4,000	7,500	6,000	3,000	2,400	2,500	2,000	2 acres	2 acres
Min. lot width									401	201	201	201	70,	70'
Interior	90'	65'	55'	75'	65'	40'	65'	55'	40'	30'	30'	20'	70'	
Corner	100'	70'	60'	80'	70'	45'	70'	60'	45'	40'	30"	25'	80'	80'
Minimum lot depth b	100'	100'	100'	100'	100'	80'	100'	100'	80'	70'	60'	-	-	
Setbacks ^c Front Front Porch	25° 20°	20° 15°	20° 15°	25' 20'	25° 20°	15' 11.5'	20° 15°	20° 15°	12' 11.5'	12' 10'	8' 5'	5' N/A	20' N/A N/A	20' N/A N/A
Front entry Garage Side, interior	20' 10'	20 5'	20' 5'	20' 10'	20' 5'	20' 4' 10'	20 5' 10'	20° 5° 10°	20' 4' 10'	20' 4' 10'	18' 0'h 10'	5' 0' 10'	15' 15'	15' 15'
Side, street ^f Rear Rear Entry Garage	15° 25°	10° 20°	10' 20' 5'	15' 25'	10° 25°	15° 5°	20'	20° 5°	15' 4'	4' 4'	4' 4'	10	15'	, 15,
Max. lot coverage e	40%	50%	50%	45%	40%	55%	50%	50%	60%	60%	70%	70%	70%	70%
Max. bldg. height ^d Principal bldg. Accessory bldg.	30° 14°	30' 14'	30' 14'	30' 14'	30' 14'	30° 14°	30' 14'	30' 14'	30' 14'	35' NA	35° 14°	35' NA	35' 14'	50' 14'

- a Special development standard modifications may be permitted for non-traditional single family residential, senior, and affordable housing developments. See Sections 3.5.2 (11), 3.5.2 (13), and 3.5.2 (14)
- b Also see Section 3.5.2 (1)
- c Also see Sections 3.5.2(1), 3.5.2 (2), 3.5.2 (3), 3.5.2 (11), 3.5.2 (13) and 3.5.2 (14)
- d Also see Sections 3.5.3 (1)
- e Also see Sections 3.5.2 (4), 3.5.2 (11), 3.5.2 (13) and 3.5.2 (14).
- Street side setback for Lot 10 DP13A, Lot 1 DP 13B, Lot 1 DP 25, Lot 39 DP 31, Lot 40 DP 31 and Lot 79 DP 31 shall be 30 feet. This setback may be reduced at the discretion of the Community Development Director if it is determined that traffic calming features or landscape features will adequately lessen vehicle speeds in these locations and/or diminish the prominence of the portion of the residence facing the subdivision entry.
 - DP = Development Parcel (Reference pertains to SD-2003-04)
- Sections 3.5.2 (2) and 3.5.2 (3) are not applicable in this zone district
- The minimum interior side setback shall be three (3') feet. An interior side setback of zero (0') is permissible when a minimum six (6') wide Use Benefit Easement has been established on the adjacent property to allow access for maintenance and ensure a minimum six (6') setback between.

3.5.2 Special Regulations for Single-family Residential Zones

The following additional regulations shall apply to single-family residential:

1. PARCEL K and SUNSET RANCHOS PLANNING AREAS / ADJACENT TO STANFORD RANCH

Residences constructed on lots within the Sunset Ranchos and Parcel K Planning Areas that are located immediately adjacent to Stanford Ranch, shall also be restricted to the following standards. These standards supersede the standards contained in the chart in Section 3.5.1 where applicable.

Rear Setback (primary structures in Parcel K only)(a)	60 feet
Min. Lot Depth	125 feet

a. Patio covers that are open on at least two sides shall be permitted to encroach within the 60 foot setback.

VARIED FRONT YARD SETBACKS

- a) Varied front yard setbacks are required along all residential streets. However, the minimum setback must be met in all cases. This requirement shall not apply to non-traditional single family residential subdivision designs such as alley loaded, 3-packs or green court.
- b) Usable porches that are open on at least 2 sides and do not occupy more than 50% of the front width of the house may project five (5) feet into the required front setback. To be considered "usable" and therefore, eligible for this provision, a porch must be a minimum of 5 feet deep and 10 feet long.

GARAGE SETBACKS

- a) Garage structures for single-family residences shall be setback a minimum 20 feet from the street even if the building setback is less than 20 feet. This excludes alleys and courtyards.
- b) The garage portion of a house may project five (5) feet into the required front setback, provided the garage door does not front the street. The garage elevation that fronts the street and projects into the front yard must have architectural details other than a blank wall plane. Architectural details could include but are not limited to a combination of pop-outs, window features, planters, etc.

4. LOT COVERAGE CALCULATION

Lot coverage calculations will not include porches open on at least 2 sides and located on the front or street side of the house.

5. LANDSCAPING

The front and side yard landscaping for each lot shall be installed prior to final inspection of the structure to the satisfaction of the Community Development Director. Said landscaping shall include at minimum one 15-gallon tree, one other tree, 5-gallon shrubs and turf to the satisfaction of the Community Development Director. All landscaping installed after the final inspection shall be at the discretion of the property owner.

6. BUILDING PAD

The building pad for each primary structure shall, at minimum, extend a minimum of three (3) feet beyond the side walls of the primary structure to the toe or top of slope and minimum of ten (10) feet beyond the rear wall of the primary structure to the toe or top of the slope to the satisfaction of the Community Development Director.

7. RETAINING WALLS IN FRONT AND STREET SIDE YARDS

Individual retaining structures located in the front yard or street side yard shall not exceed 30 inches in height. The aggregate height of multiple retaining structures in the front yard and street side yard shall not exceed 5-feet and there shall be a minimum 24-inch bench between retaining structures to the satisfaction of the Community Development Director.

8. PARCEL K OPEN SPACE

At least 20 percent of the Parcel K planning area shall be retained in open space.

PARCEL K ROCK FORMATIONS

The existing large rock formations located within the Parcel K planning area northwest of Kali Place shall be retained and preserved in open space. The open space designated to preserve these features shall be considered part of the total percentage of open space required for the planning area. (The open space and rock formations shall be placed within an HOA parcel or parcel dedicated to the City of Rocklin with appropriate funding mechanisms for maintenance).

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10. PARCEL K VEHICULAR ACCESS

Primary vehicular access to future development within the Parcel K planning area shall be provided by at least two points of access. The access points shall consist of one street that intersects with Wyckford Boulevard and the extension of Kali Place. These facilities shall be open non-gated public streets.

11. SETBACK MODIFICATION

The Planning Commission and/or City Council may modify the development standards for nontraditional single-family housing, such as zero lot lines and cluster housing, provided the overall density is not increased.

12. GATES

Gates that restrict access to neighborhood park sites shall be prohibited or must remain open between 7 a.m. and 10 p.m.

13. SENIOR HOUSING DEVELOPMENT STANDARDS

Development standards for age-restricted senior housing (as defined by Civil Code Section 51.3 and the Federal Fair Housing Act of 1988) may be modified by up to 20%, including density increases. This modification is based on a) typical household size for this type of housing is less than 2 and b) trip generation for this type of housing is 4.6 trips per day compared to 9 trips per day for conventional single family. This density increase may not be combined with State density bonus pursuant to section 65915 of the Government Code for the provision of affordable housing.

14. AFFORDABLE HOUSING DEVELOPMENT STANDARDS

Development standards for affordable housing units pursuant to State law and/or the City of Rocklin Housing Element may be modified by up to 20%. Density increases shall be granted only in accordance with section 65915 of the Government Code.

15. TRIANGULAR VISIBLITY AREA

The "triangular visibility area" means the area at any corner formed by the intersection of two or more public streets. At the intersection of two residential streets, no accessory structure or fence is permitted within a triangle dimensioned twenty feet (20') by twenty feet (20'), measured from the back of sidewalk. In the case of separated sidewalks, the triangle shall be measured from front of sidewalk. Landscaping and fences within the clear vision triangle shall be limited in a manner such that it does not hinder sight distance for vehicular or pedestrian traffic as determined by the Director of Public Works.

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16. SALES OFFICE

- a) The Community Development Director may approve the use of a temporary sales trailer, for a limited period of time, within the project area, subject to such standards and conditions as deemed necessary to ensure aesthetic qualities, public health, and safety.
- b) The Community Development Director may approve the use of one or more residences as model homes and the use of the garage of one model home as a sales office subject to such standards and conditions as deemed necessary to ensure aesthetic qualities, public health, and safety. Prior to approval of a final inspection for a model home the developer shall reconvert any garage used for sales office to a garage use to the satisfaction of the Community Development Director.

3.5.3 Special Regulations for Multi-Family Residential Zones

1. BUILDING HEIGHT INCREASES

The maximum height for principal buildings in the PD-18, PD-20 and PD-22+zones shall be as listed in Table 9. However, the maximum allowable height may be increased beyond the limits identified in Table 9 subject to justification provided and accepted as part of a Design Review approval.

2. PRIMARY ACCESS DESIGN

Private access drives shall be of circular design where possible and provide vehicular access at two or more points. Access drives which have but one point of access shall not exceed one hundred fifty feet (150') in length; however, such drives may exceed 150 feet in length if the design includes turnaround arrangements or "emergency only" access arrangements to the satisfaction of City of Rocklin.

3. SECONDARY ACCESS DESIGN

Secondary access drives for private driveways may be installed with a minimum full travel pavement of 20 feet, within which parking shall be prohibited by layout and design features which reasonably assure that no part of the access will potentially be used for on or off-street parking by normally conscientious drivers.

4. FENCING ALONG STREETS

Open type fencing, a minimum of 4 feet in height, shall be incorporated into the project when multi-family units front along a public road. The purpose of the fencing is to discourage residents from using the public road for on-street parking. The fence shall be sited parallel to the public roadway, with a minimum 5 feet setback.

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5. SECURITY

Project design must incorporate security and safety considerations for occupants, including: fencing, gates, adequate lighting within public areas such as walkways, parking and play areas, location of children's play areas and parking areas visible from dwelling units.

6. LANDSCAPING

Landscaping shall be required in all multi-family residential projects and granite boulders shall be incorporated into landscaped areas.

3.5.4 Non Residential Zones

	Table	11			
Development Standa	ards fo	r Non Ro	esidential	Zones	
	NC	C	BP	BP/C	LI
Max. Bldg. Height	30'	30'	30'	30'	30'
Max. Bldg. Height with Use	-	50'	50'	50'	50'
Permit		(55')*	(55')*	(55')*	(55')*
Max. No of Stories	2	2	2	2	2
Max. No of Stories with Use	-	4	4	4	4
Permit					
Max. Lot Coverage	50%	50%	50%	50%	50%
Setbacks from:					
Highway 65	-	50'	50'	50'	50'
6-lane Street	-	25	-	-	-
4 lanes or less	20'	20'	20'	20'	20'
Multi-family (PD-20)	15'	15'	15'	15'	-
Single family (PD2-6.6)	25'	-	-	-	-
Open Space/Park/School	15'	15'	15'	15'	15'
Any property line	10'	10'	10'	10'	10'

^{*} Applies to developments along Highway 65 only.

3.5.5 Special Regulations for Non Residential Zones

1. LANDSCAPING / HIGHWAY 65

Setback area adjacent to Highway 65 shall be landscaped to provide an attractive visual buffer to the satisfaction of the Community Development Director. Parking shall not be allowed in the setback area.

2. LANDSCAPING/NON RESIDENTIAL PROJECTS

Landscaping shall be required in all non-residential projects. Granite boulders shall be incorporated into landscaped areas.

3. TRASH ENCLOSURES

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Trash enclosure areas shall be fully screened by a combination of masonry walls with solid metal gates to the satisfaction of the Community Development Director.

4. OUTSIDE STORAGE

All outside storage areas shall be screened by a combination of fencing, masonry walls, and grade separation. Outside storage without adequate screening is not permitted.

3.5.6 Off Street Parking

The off street parking shall be provided in accordance with the provisions of Chapter 17.66 of the Rocklin Municipal Code.

3.6 Parks and Open Space

The plan designates 57.3 acres of public park, 6.7 acres of private recreation sites and 199.8 acres of open space areas.

3.6.1 Parks

The City of Rocklin General Plan and Subdivision Ordinance require dedication of park acreage in the amount of five (5) acres of parkland per thousand (1,000) population of residents of any new development. Subdivisions of 50 parcels or more are required either to dedicate land for park purposes, to pay a dedication fee in lieu of land, or a combination of both to satisfy the development's proportion of the adopted park acreage. The Sunset Ranchos planning area of the General Development Plan is zoned to accommodate up to 4,265 dwelling units. At 2.6 persons per dwelling unit, the area is projected to generate up to 11,089 persons. Approximately 55.45 acres of parkland will be required to serve future residents. The plan designates 57.3 acres of public park and 6.7 acres of private recreation sites. These include one community park site of 40.3 acres and four neighborhood park sites totaling 17 acres.

The community park location provides a large contiguous site with relatively flat terrain suitable for intense recreational activity such as softball, soccer, and the construction of swimming pools and recreational buildings. Other recreational activities and facilities may include walking, viewing, outdoor theatres, tot lots/playground, picnic areas and hard courts for basketball and tennis. Restrooms and off-street parking will be provided. Lighting for security and night activities on the recreational fields will be installed at the discretion of the City. It is anticipated that competitive level lighting will be installed in the ball field areas.

Neighborhood parks are intended to be the focal points of neighborhoods, sometimes in combination with elementary schools. Two of the five neighborhood parks are adjacent to elementary school sites. The other three are "free-standing." The neighborhood parks are planned to serve population within ½ to ½ mile radius, and generally will not provide

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for off-street parking. Recreational activities at these public parks may include the following: passive and active recreational interests, turf area for multi-use recreational activities, pre-school and school-aged/playgrounds, picnic areas, hard courts for basketball, and restrooms.

Park design will be at the discretion of the Parks and Recreation Commission and the City Council. The park sites have General Plan designations of PQP and are zoned as Planned Development - Parks. See Figure 6 for locations of parks.

3.6.2 Open Space

The plan preserves open space areas, which provide numerous passive and active recreational opportunities for future residents. The following areas have been identified for preservation and designated as open space:

- ♦ Areas with steep slopes in excess of 25%.
- ♦ All lands within the post development 100-year floodplain.
- ♦ Lands within 50 feet from the edge of the bank of all perennial and intermittent streams and creeks providing natural drainage, and to areas consisting of riparian habitat
- Wetland resources associated with the area's natural drainage ways.

Open space corridors are designed to:

- a) Provide a buffer between land uses.
- b) Preserve special areas of riparian or other botanical habitat including those subject to the conditions of any Federal or State wetland preservation permit requirements.
- c) Provide a corridor for off-street pedestrian and bikeway circulation.
- d) Provide a visually unifying natural element.
- e) Encourage view corridors to points of orientation throughout the plan area; both for local, short range views to landmarks in the area, and long range views to the Sierra Nevada and Coast Range foothills.
- f) Provide land for on-site management of stormwater drainage.

Development will be restricted in open space areas. Open space areas may be configured as common-interest parcels under control of individual or master Homeowners Association(s) (HOAs) or dedicated to the City of Rocklin with some other mechanism for financing improvements and maintenance. Unless otherwise noted for improvements such as road crossings, utilities and pedestrian and bike trail, these areas will remain undeveloped. Open space areas are shown on Figure 6 - parks, open space and trail system map.

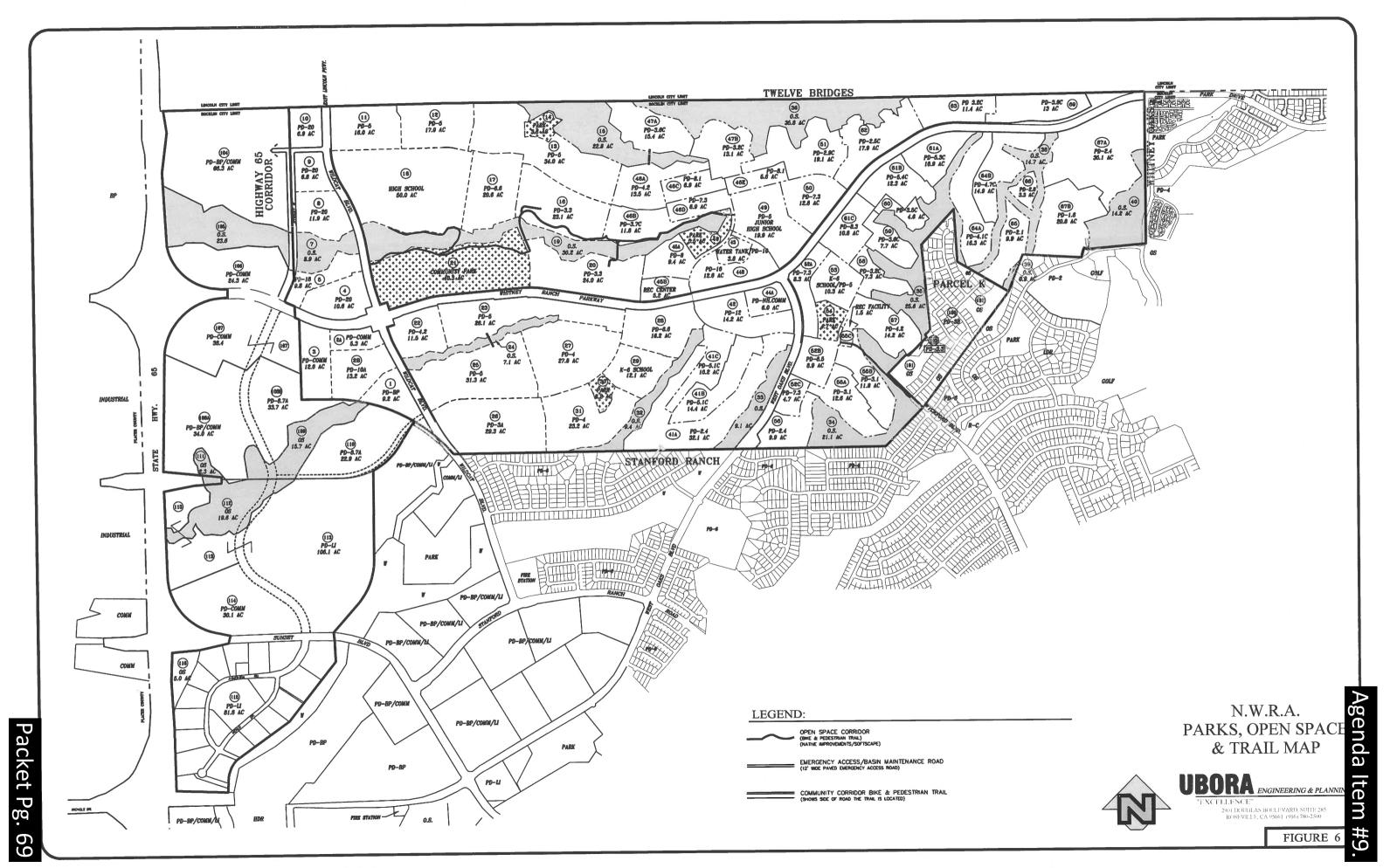
A Fuel Modification Plan (FMP) will be prepared concurrently with any subsequent entitlement for development of land which includes or is adjacent to an open space area to address the interface between open space areas and urban uses. The goal of the FMP is to reduce the potential for fire and contain the spread of fire. It shall include, but not be limited to:

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- a) Access points as necessary into open space areas.
- b) Appropriate clearances around homes.
- c) Disposal of removed brush and trees within any firebreak area.

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Figure 6 – Parks, Open Space and Trail Map



3.7 Schools

The plan provides a 50-acre high school site, one 19.9-acre junior high school and two elementary school sites totaling 22.4 acres. The 2 elementary school sites are located next to neighborhood park sites to provide joint-use opportunities. Consistent with City policy, public schools are allowed in all zoning designations in the City.

3.8 Circulation

The vehicular circulation system is designed to provide continuous access throughout the plan area, as well as connections to the existing community. The plan area's roadway system also provides important regional roadway connections to SR 65, the City of Lincoln to the north, and through adjacent projects to Sierra College Boulevard.

Non-vehicular circulation within the plan area consists of a system of sidewalks, bike lanes and pedestrian trails. These sidewalks, bike lanes and trails provide non-vehicular access between neighborhoods, to schools/parks and open space, to neighborhood commercial facilities as well as to employment centers.

3.8.1 Interchanges

Interchanges are planned at Sunset Boulevard/SR 65 and Whitney Ranch Parkway/SR 65 intersections along the western boundary of the plan area. Funding for the future interchanges has been addressed in the financing plan for the GDP.

3.8.2 Vehicular Circulation System

The street system is organized in a hierarchy with three arterial streets carrying traffic to and throughout the plan area. Whitney Ranch Parkway is an east-west connection between Highway 65 and the Whitney Oaks development. Wildcat Boulevard will connect the existing community with Twelve Bridges in Lincoln. West Oak Boulevard will be extended through the plan area to connect to Whitney Ranch Parkway. University Avenue, is a 4-lane north-south, divided arterial parallel to Highway 65 that will provide access to the Highway 65 Corridor properties. The location of University Avenue from Whitney Ranch Parkway to Sunset Boulevard through the William Jessup University site is conceptual. Ultimate alignment will be determined at subsequent project approvals and will be based on criteria such as acceptable street radius, connectivity to established signalized intersections and other environmental constraints. Collector streets will provide access into individual neighborhoods. Conceptual locations of collector streets along the arterial roads are shown on the Figure 7. Final alignments will be shown on subsequent Tentative Maps.

Wyckford Boulevard and Kali Place will provide access to Parcel K. These streets are currently stubbed to the Parcel K boundary. Under limitations defined in the North Rocklin Circulation Element, no more than 200 additional residential dwelling units shall

be allowed to access Wyckford Boulevard. Parcel K proposes development of up to 131 109 dwelling units consistent with the threshold established for Wyckford Boulevard.

Each elementary school site will be provided with a minimum of two street frontages to facilitate traffic circulation. A road may also be established on the east side of the high school to also facilitate circulation. Location and alignment of local streets will be shown on subsequent Tentative Maps.

A summary of major road improvements is provided in Table 11. Figure 7 shows the plan area's arterial roadways, number of lanes and location of traffic signals. Right-of-way improvements for the roadways are shown in road cross-section on Figure 8.

Table 11
Major Roadway Improvements

Major Roadway Improvements							
	Right-	# of	Width Per	Landscape	Sidewalk	Frontage	Cross
Roadway	of-way	Lanes	Travel Lane	Median	Width	Landscape	Section
Whitney Ranch Parkway,							
from Hwy 65 to University	158'	6	12'	20'	6'	25'	F
Avenue.							
Whitney Ranch Parkway,							
from – University Avenue	152'	6	12'	14'	6'	25'	Α
to Wildcat Blvd.							
Whitney Ranch Parkway,							
from Wildcat Blvd. to	130'	4	12'	14'	6'	27' & 35'	C
Painted Pony Dr., and		:					
portions of Wildcat Blvd.							
Whitney Ranch Parkway,							
from Painted Pony Dr. to	140'						₿
Park Dr., and West Oak		4	12'	14'	6'	27' & 35'	G
Blvd., north of Painted							
Pony							
West Oak Blvd., south of	130'	4	12'	14'	6'	21' & 31'	Н
Painted Pony							
University Avenue	120'	4	12'	14'	6'	15'	В
Typical Ind./Comm St	60'	2	21'	_	6'	-	D

Notes:

- The 6 and 4-lane arterials are intended to function as non-frontage access roads except where driveway access to commercial areas or multi-family uses is needed.
- All major intersections will have appropriate bus turnouts based on PCTA's recommendations.
- Whitney Ranch Parkway median width will be 20 ft. between the interchange and B Street to accommodate City secondary entryway sign.
- Whitney Ranch Parkway, east of Painted Pony and West Oaks, north of Painted Pony, include additional shoulders (5' minimum) which also serve as NEV lane in each direction of traffic.

Figure 7 – Vehicular Circulation Map

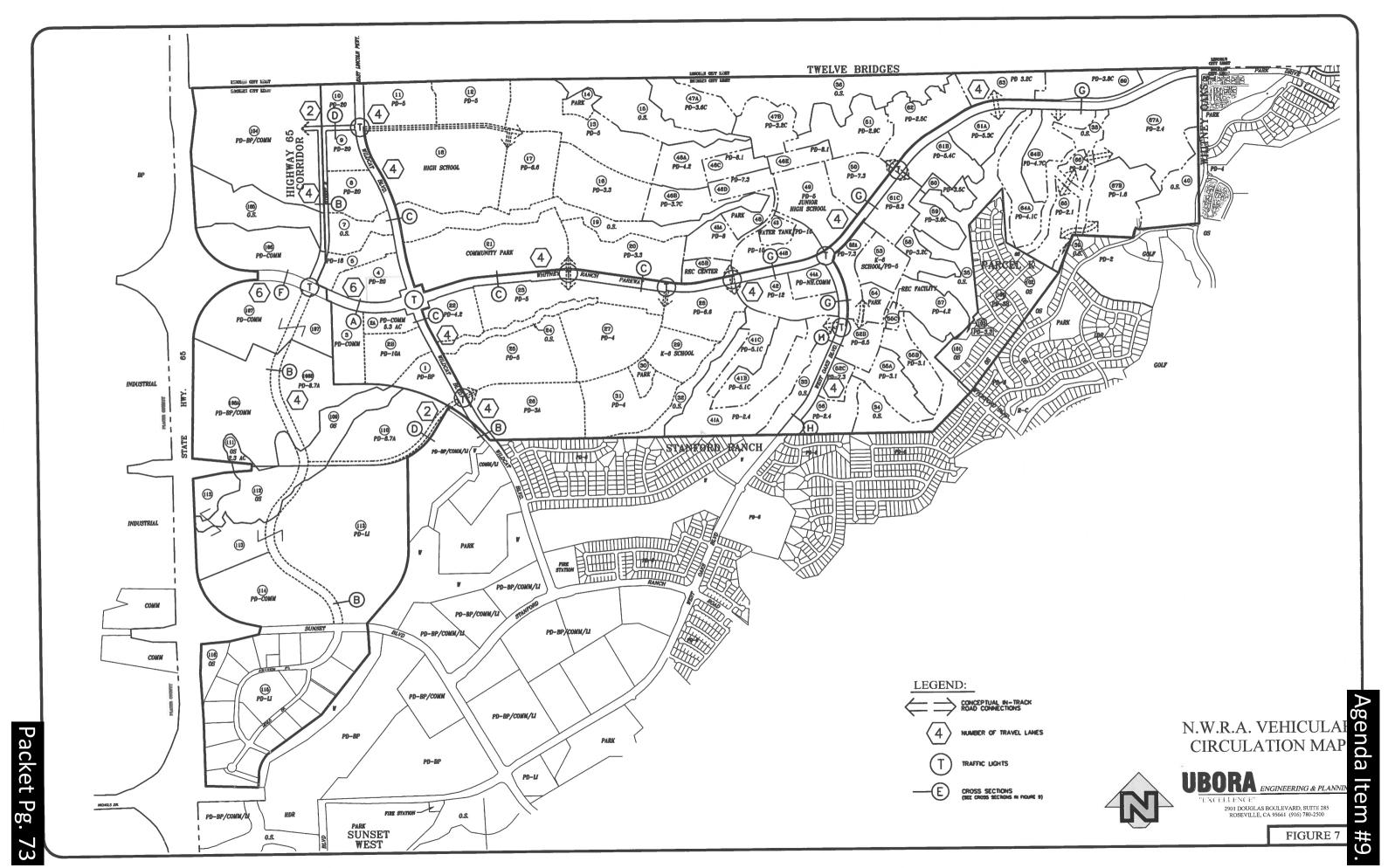


Figure 8 – Roadway Cross-Sections

FIGURE 8

3.8.3 Bikeway and Pedestrian Trail System

The City's General Plan includes an on-street and off-street bicycle plan that interconnects the entire community on a bikeway trail system. Most of the major streets within the City have on-street bicycle lanes and pedestrian sidewalks.

The GDP bike and pedestrian trail system expands the city's bike/pedestrian access concept beyond the public street rights-of-way and into planned open space corridors connecting neighborhoods, schools, parks, open space, commercial, and recreational (passive and active) uses.

This comprehensive community bike and pedestrian trail system is incorporated into the project design. The trail system will enhance the neighborhood village design with an extensive network of interconnected pedestrian and bikeway trails on-street and off-street within the planned open space corridors. These amenities are designed to encourage human activities and interactions within the pedestrian/bikeway and open space corridors, resulting in a greater sense of community. The network of trails and bike lanes will be fully accessible to the general public.

The trail system design includes a transitional component and two internal components. The transitional component links the City of Rocklin standard from existing major arterial streets into the project site. These segments will extend the Wildcat Boulevard, West Oaks Boulevard, and Park Drive standard on-street bike lanes and sidewalk improvements to points of transition in the North West Rocklin area where the internal trail system begins. Street landscaping for the transitional component has been increased from the standard 15 feet from arterial roads to a total of 27 feet (including a 6'-wide sidewalk). The landscaping will be designed to provide a 6' wide landscape buffer from the roadway, a 6' wide sidewalk, and a 15' landscape strip between the sidewalk and private property.

The two internal components include the community corridor and open space corridor trails. The community corridor will be the centerpiece of the trail system. The community corridor places both the sidewalk and the bike paths within a 35-38 foot landscape corridor located on one side and a single sidewalk within a 19-27 foot landscape corridor on the opposite side of the street. The 35-38 foot wide corridor consists of a 10'-wide paved bicycle and pedestrian trail, and 25-28 foot of landscaping. These corridors provide connections between the GDP village core and the multi-family residential and commercial land use areas. In addition, the trail will connect to the Whitney Oaks trail starting at the intersection of Park Drive and Whitney Oaks Drive. To facilitate the transition between the on-street bike lanes and the community corridor, the corridor begins at signalized intersections. The community corridor trail system is approximately four (4) miles long.

The open space trail cross-section is a 10'wide combined bike and pedestrian trail with 2-foot shoulders on each side of the trail. Open space trails will be off-street facilities located generally, within or along open space corridors. The open space trails will

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connect the 40-acre community park and neighborhood parks with residential areas, forming an off-street trail network. This will provide for the easy movement of pedestrians between neighborhoods and encourage the use of this non-vehicular form of travel. Open space drainage crossings will also be provided as shown to facilitate access and connections to residential neighborhoods. Approximately 3 miles of trails are provided within or along the open space corridors.

Cross sections of the community corridor and open space trail designs are depicted in Figure 8.

3.8.4 Open Space Crossings

Non-vehicular and emergency vehicle access crossings of open space within the project area are shown in Figure 6. These crossings have been located to provide critical transportation linkage to development areas and access to public facilities such as schools, parks and detention basins. The approved Army Corps of Engineers' (ACOE) Nationwide permit allows open space crossings. Each crossing will be designed with minimal effects on wetland resources within the open space area and in accordance with conditions of the ACOE permit, as well as Streambed Alteration Agreements for each crossing.

3.9 Public Facilities and Services

The North West Rocklin Area General Development Plan will provide the entire infrastructure necessary to serve the needs of residents and users within the plan area. Services will be provided as follows:

Table 12
Service Providers

Service	Provider
Water	Placer County Water Agency (PCWA)
Sewer	South Placer Municipal Utility District (SPMUD)
Drainage	City of Rocklin
Solid Waste	Auburn-Placer Disposal
Schools	Rocklin Unified School District
Power & Natural Gas	PG&E
Telephone	Pacific Bell

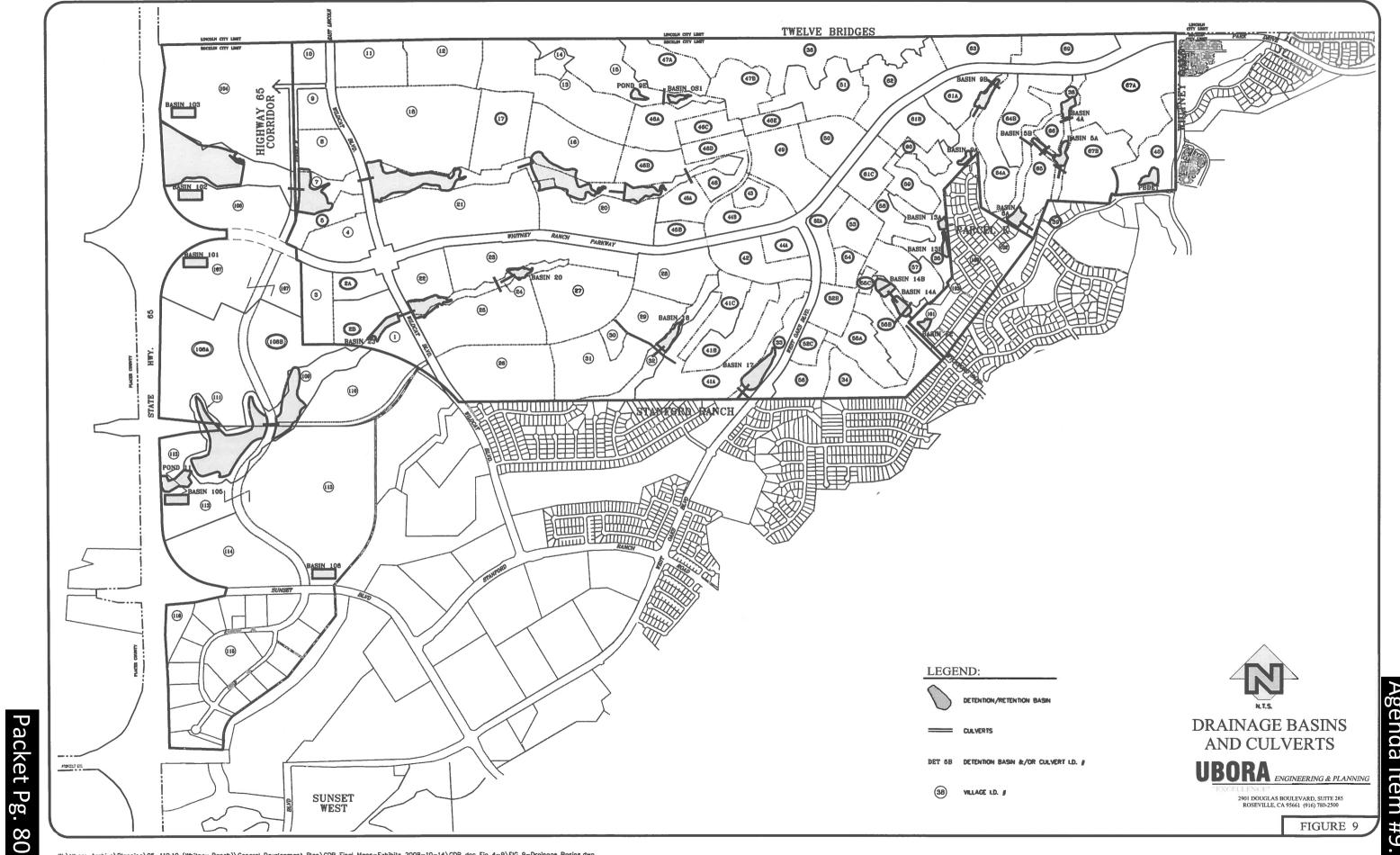
All facilities and services shall be constructed, dedicated, or provided in accordance with the General Plan, the Capital Improvement plan, the Rocklin Municipal Code and other required entitlements and permits.

Figure 9 – Drainage Basins and Culverts is presented below.

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Figure 9 – Drainage Basins and Culverts

FIGURE 9



ORDINANCE NO. 1056



ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING CHAPTER 5.20 OF TITLE 5 OF THE ROCKLIN MUNICIPAL CODE RELATED TO MASSAGE SERVICES

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

Section 1. Chapter 5.20 of Title 5 of the Rocklin Municipal Code is hereby repealed in its entirety and replaced to read as follows:

Chapter 5.20 MASSAGE SERVICES

5.20.010 Purpose and intent

It is the purpose and intent of the City of Rocklin to comply with California law while also protecting the health, safety and welfare of the inhabitants of the city through the enactment of standards of professional competence and operational requirements which promote the therapeutic use of massage therapy.

This chapter is not intended to be exclusive and compliance with city regulations will not excuse noncompliance with any state or local laws or regulations that are uniformly applied to other professional or personal services businesses including, without limitation, all zoning applications; business license regulations; building, fire, electrical, and plumbing codes; and health and safety laws and regulations applicable to professional or personal services businesses.

The California State Legislature implemented uniform statewide regulations pertaining to massage therapy and massage businesses (enacted by AB 1147 in 2014) now codified in Chapter 10.5 of Division 2 of the California Business and Professions Code (commencing at Section 4600 et seq.), hereinafter referred to as the "Massage Therapy Act", which created a statewide system for issuing massage worker permits, thereby preempting local permitting systems and requirements. The statewide permitting system is administered by the California Massage Therapy Council ("CAMTC").

The Massage Therapy Act allows local jurisdictions to enforce certain business licensing and to establish reasonable health and safety requirements for massage businesses, not in conflict with the Massage Therapy Act. To enable the city to carry out the local regulation and review of massage businesses found in the Massage Therapy Act, the city must maintain massage business regulations in the Rocklin Municipal Code.

There is a continued need for local regulations because there is significant risk of injury to massage clients by improperly trained or educated massage service providers and the city has a legitimate interest in providing reasonable safeguards against injury and economic loss to such massage clients. Government Code Section 51034 specifically recognizes the powers of cities to regulate massage businesses. In addition, the city wishes to promote the ethical practice of massage therapy and to prevent and discourage the misuse of massage therapy as a front for prostitution activities in violation of the law, including but not limited to subdivisions (a) and (b) of Section 647 of the California Penal Code.

The adoption of qualification standards for massage service providers based upon the CAMTC certification program established under the Massage Therapy Act and the enhancement of the city's reasonable regulations on the operation of massage businesses and the conduct of massage service providers will serve to reduce the risk of potentially injurious and illegal activity.

This chapter establishes a local regulatory system for massage businesses to operate within the city. This chapter is also intended to allow a transitional period for existing massage businesses to continue operating while their employees obtain state certification by March 1st, 2017.

5.20.020 Definitions

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Applicant" means any person that seeks a massage business permit as required by this chapter.
- B. "Approved school of massage" means any school or institution of learning that is recognized as an approved school pursuant to Business and Professions Code Division 2, Chapter 10.5, as it may be amended.
- C. "California Massage Therapy Council (CAMTC)" means the California Massage Therapy Council created pursuant to Business and Professions Code Section 4602(a).
- D. "Certificate" means the certificate, or conditional certificate, issued by the CAMTC to massage therapists, pursuant to Business and Professions Code Section 4601(h) and to massage practitioners pursuant to subdivision 4601(g), or 4604.1(a), 4604.2(c) that entitles the holder to practice massage. When used in this chapter, "certification" means a person who has an active and valid CAMTC certificate.

- E. "Certified massage practitioner" means a person who is currently certified as a massage practitioner by the CAMTC, and who gives, performs or administers massage for compensation.
- F. "Certified massage therapist" means a person who is currently certified as a massage therapist by the CAMTC, and who gives, performs or administers massage for compensation.
 - G. "Chief of Police" means the Chief of Police or designee.
 - H. "City" means the City of Rocklin.
 - I. "City Manager" means the City Manager or designee.
- J. "Compensation" means the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.
- K. "Convicted" means having entered a plea, or receiving a verdict, of guilty. "Convicted" also includes having entered a plea of *nolo contendere*.
- L. "Independent contractor" means a person who contracts to do work for another person according to his or her own processes and methods; the contractor is not subject to another's control except for what is specified in a mutually binding agreement for a specific job.
- M. "Manager" means a person who supervises, inspects, directs, organizes, controls, or in any other way is responsible for or in charge of the conduct of the activities within a massage business.
- N. "Massage" or "massage therapy" means the systematic and scientific manipulation and treatment involving the external manipulation or pressure of soft tissue for therapeutic purposes. Massage therapy includes any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external surfaces of the body with hands, apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointment, or other similar preparations. Massage therapy scope of practice does not include diagnosis, prescribing of drugs or medicines, spinal or other joint manipulations, nor any service or procedure for which a license to practice medicine, chiropractic, physical therapy, acupuncture, or podiatry is required by law.
- O. "Massage establishment" means a fixed place of business; premises, facility or membership club where any person, gives performs or administers massage for compensation.

- P. "Massage professional" means any person certified by the CAMTC to give, perform or administer to another person a massage for compensation. Massage professionals shall include certified massage practitioners and certified massage therapists.
- Q. "Out-call massage services" means services in which a massage professional gives, performs or administers to another person a massage for compensation at a location other than a massage establishment permitted pursuant to this chapter.
- R. "Owner" means any and all owners of a massage business including any of the following persons:
 - 1. A sole provider as defined in subsection T of this section;
 - 2. Any general partner of a general or limited partnership that owns a massage business;
 - 3. Any person who has an ownership interest in a corporation that owns a massage business;
 - 4. Any person who is a member of a limited liability company that owns a massage business;
 - 5. All owners of any other type of business association that owns a massage business.
 - S. "Permit" means the massage business permit.
- T. "Person" means any natural person, individual, group, firm, association, partnership, corporation, company, sole proprietorship, or any other legal entity.
- U. "Reflexology" means massage of the hands or feet based on the belief that pressure applied to specific points on these extremities benefits other parts of the body
- V. "Sole provider" means a massage business where the owner owns one hundred percent (100%) of the business, is the only person who provides massage services for compensation for that business pursuant to a valid and active certificate from CAMTC, and has no other employees or independent contractors.

5.20.30 Requirements for massage businesses

A. It is unlawful for any person to own, conduct, operate or maintain a massage business within the city without having a valid massage business permit issued pursuant to this chapter. Massage business permits shall also be required of any permanent or semi-permanent

seated massage or reflexology installation. A massage business permit shall in no way be construed to allow any person to perform massage services within the city without an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.

B. It is unlawful for any person to own, conduct, operate or maintain a massage business within the city unless all persons providing massage services at a massage establishment each hold an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.

5.20.040 Requirements for out-call massage services

It is unlawful for any person to own, conduct, operate or maintain out-call massage services within the city unless all persons providing massage services for the out-call massage business hold an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.

5.20.050 Advertisements

It is unlawful for any person to advertise massage services within the city without complying with the requirements provided for in this chapter.

5.20.060 Massage business permit – Application.

- A. An application for a massage business permit shall be made by the owner of the business. Such application shall designate the person or persons who will be the manager, if applicable, of the premises.
- B. All applications for permits shall be filed with the Chief of Police on such forms as he or she may prescribe, and shall contain such information as reasonably deemed necessary for the proper processing of the application. The application for a permit does not authorize the operation of a massage business unless and until such permit has been granted.
- C. Any application for a massage business permit shall contain the following information:
 - 1. The full true name and any other names used by the applicant. If the applicant is:
 - a. An individual; the individual shall state his/her full legal name.
 - b. A partnership; the partnership shall state its complete name, address, and the names of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any. In addition, the

application must designate the person who will provide all information required by this chapter.

- c. A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of California, the names and capacities of all officers and directors, and the name of the registered corporate agent and the address of the registered agent for service of process. In addition, the application must designate the person who will provide all information required by this chapter.
- 2. The true, full and precise name under which the massage business is to be conducted, as well as any and all names under which the massage business is to be advertised.
- 3. The address where the massage business is to be located and all telephone numbers for the massage business.
- 4. The name and address of the owner of the real property upon or in which the proposed massage business is to be conducted and, if applicable, the lessor. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease containing specific language from the owner of the property acknowledging that a massage business will be located on his or her property.
- 5. The current residential address and telephone number of the owner, as well as the manager (if the manager is a different person) who will be principally in charge of the operation of the massage business, and the previous residential addresses and business addresses within the previous five (5) years.
 - 6. The applicant's height, weight, color of eyes, and hair color.
- 7. Written proof, to the satisfaction of the City that the applicant is at least eighteen (18) years of age. This may be in the form of a current U.S. government issued I.D. with photograph (such as a driver's license, U.S. Passport, or military I.D. card).
- 8. The applicant's business, occupation or employment history for the five (5) years immediately preceding the date of the application.
- 9. The massage or similar business license history of the applicant, including whether such person, previously operating in this city or another city, county or state under a license or permit, has had such license or permit revoked or suspended; and the reasons and dates for any such revocation or suspension.

- 10. All criminal convictions, except minor traffic infractions.
- 11. A complete current list of the names of all proposed massage professionals and other employees or independent contractors who are or will be employed or retained in the massage business, if known. If not known at the time of submission of the application, the applicant shall provide the required information no later than ten (10) calendar days prior to opening for business.
- 12. A valid, government issued identification card and the full names and birthdays of each CAMTC massage professional that will be employed or retained to perform massage therapy either as employees, independent contractors, or in a rent space capacity for verification. If unable to verify, then the CAMTC photo identification cards for each proposed massage professional that will be employed or retained to perform massage therapy either as employees, independent contractors, or in a rent space capacity must be presented for verification.
- 13. A complete set of fingerprints (Live Scan) taken by the police department. The applicant shall be responsible for payment of any fingerprinting fees.
- 14. Authorization for the city, its agents, and employees to seek verification of the information contained in the application.
- 15. Such other identification and information as the Chief of Police may reasonably require in order to discover the truth of the matters herein specified and as required to be set forth in the application.
 - 16. The certificate of occupancy provided by the building division.
- 17. A current and valid policy of insurance issued by an insurance company authorized to do business in the State of California evidencing that the applicant is insured under a liability insurance policy providing minimum coverage of \$1,000,000 for injury or death to any one person arising out of the operation of any massage business and the administration of a massage.
- 18. If the owner will provide massage services, the owner's original CAMTC certificate and original CAMTC photo identification card, for copying by the police department.
 - 19. Proof of current City of Rocklin business license for the massage business.

- 20. A statement in writing and dated by the person providing the information, that he or she certifies under penalty of perjury, that all information contained in the application is true and correct.
- D. In the event that the Chief of Police requires further information, or deems the application incomplete, the applicant shall be notified in writing of the required information within twenty (20) calendar days of submitting the application. Additional information shall be provided within fifteen (15) calendar days of the date of the request, after which time the application shall be deemed incomplete. Incomplete applications shall be deemed denied.

5.20.070 Term of massage business permits.

A permit for a massage business shall be issued for a term of one (1) year. It may be renewed by the Chief of Police for additional one-year periods upon application by the permittee unless the permit is suspended or revoked in accordance with Section 5.20.150. An application for renewal shall be accompanied by a nonrefundable fee as established by resolution of the city council.

During the term of a permit, if the permittee has any change in the information submitted on the original or any renewal application, the permittee shall notify the Chief of Police in writing of any such change within fourteen (14) calendar days of the change.

5.20.080 Massage business permit fee.

Every application for a massage business permit shall be accompanied by a nonrefundable fee as established by resolution of the city council. The application and fee required pursuant to this section shall be in addition to any other license, permit or fee required by federal, state or local law.

5.20.90 Massage businesses permit issuance – Investigation – Grounds for denial.

- A. Upon receipt of a completed massage business permit application, the Chief of Police shall conduct an investigation, including an inspection of the massage establishment, if applicable, to ascertain whether a permit should be issued as requested. The Chief of Police shall, within forty-five (45) calendar days of receipt of the completed application, approve, condition, or deny the permit.
- B. The Chief of Police may deny a permit provided for in this chapter if he or she finds any of the following:
 - 1. The applicant, any owner, or any person directly engaged, employed, or retained in the massage business, has:

- a. Been convicted of a violation of any provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or conduct in violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, subsections (b) or (d) of Penal Code Section 647, Penal Code Sections 653.22 or 653.23, or convicted of an attempt to commit or conspiracy to commit any of the above mentioned offenses, or any other crime involving dishonesty, fraud, deceit, or moral turpitude or when the prosecution accepted a plea of guilty or *nolo contendere* to a charge of a violation of California Penal Code Sections 415, 602 or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the previously listed crimes, or any crime committed while engaged in the ownership of a massage business or the practice of massage.
- b. Been convicted of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058.
- c. Been convicted of any offense in any other state or US territory, which is the equivalent of any of the above mentioned offenses.
- d. Been subjected to a permanent injunction against conducting or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, or any similar provisions of law in a jurisdiction outside the State of California.
- e. Committed an act in another jurisdiction which, if committed in this state, would have been a violation of law and which, if done by a permittee under this chapter, would be grounds for denial, suspension or revocation of the permit.
- f. Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.
- g. Has had a massage business permit or massage therapist/practitioner permit or other similar license or permit denied, suspended or revoked for cause by the city, any state, local agency or other licensing authority, or has had to surrender a permit or license as a result of pending criminal charges or in lieu of said permit or license being suspended or revoked.

- 2. The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application. The application does not contain all the information required by Section 5.20.060 and applicant fails to complete the application after having been notified of any additional information or documents required.
 - 3. The applicant is not at least eighteen (18) years of age.
- 4. The massage establishment, as proposed, does not comply with all applicable laws, including, but not limited to, health, zoning, fire, building, and safety requirements and standards imposed by the laws of the state and the ordinances of the city, including this chapter.
- 5. The applicant failed to obtain all the necessary approvals from the necessary city departments or other governmental agencies, including but not limited to, the City's Economic Development Department.
- 6. The applicant has refused to or cannot meet the requirements established by this code.
- 7. The required fees(s) have not been paid and/or any other requirements of this chapter have not been satisfied within the time specified.
- 8. The massage establishment is proposed in the same location in which a massage establishment has previously been closed due to criminal activity within five (5) years prior to the date of the application.
 - C. Notwithstanding subsection B, the applicant shall not be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Section 4852.01 of the California Penal Code, or on the basis that he or she has been convicted of a misdemeanor not specified in this chapter
 - D. If the Chief of Police, upon completion of the investigation, determines the applicant does not fulfill the requirements set forth in this chapter, the Chief of Police shall deny the application by dated written notice to the applicant. The applicant shall have the right of appeal as set forth in Section 5.20.100.
 - E. Upon issuance of any permit, the Chief of Police may limit the permit by any condition reasonably necessary to preserve the intent and purpose of this chapter. Such permit limitations shall be in writing to the applicant, with a signature from the

applicant affirming they understand and will comply with the limitations as set by the Chief of Police.

5.20.100 Appeal from Chief of Police determination – Permit conditions and denials.

The Chief of Police shall cause a written notice of his or her decision to issue, condition or deny a permit to be mailed to the applicant by certified U.S. mail, postage prepaid, return receipt requested. Applicants aggrieved by the Police Chief's decision to condition or deny a permit may appeal such decision to the City Manager by filing a written notice with the City Clerk within fourteen (14) calendar days of the applicant's receipt of the Police Chief's written notice of decision. If an appeal is not taken within such time, the Police Chief's decision shall be final.

5.20.110 Hearing - City Manager.

Upon appeal to the City Manager or designee, the permit application shall be scheduled by the City Clerk for a hearing within forty-five (45) calendar days.

5.20.120 City Manager Action.

Following notice to the applicant, and an opportunity to be heard, the City Manager may grant the permit subject to such conditions as deemed reasonable by the City Manager under the circumstances, or he/she may deny the issuance of the permit if the City Manager finds any of the grounds specified in Section 5.20.090(B). The decision of the City Manager shall be final.

5.20.130 Suspension and revocation – Notice.

Any permit issued under the terms of this chapter may be suspended or revoked by the Chief of Police in writing upon determining that any of the grounds specified in Section 5.20.140 exist. No permit shall be revoked or suspended by virtue of this section until a hearing has been held by the Chief of Police. Written notice of the time and place of such hearing shall be served upon the person to whom the permit was granted at least five (5) calendar days prior to the date set for such hearing. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Service of notice may be either by personal delivery to the person to be notified, or by depositing it in the U.S. mail in a sealed envelope, postage prepaid, addressed to the person to be notified at his or her address as it appears in his or her application for a permit.

5.20.140 Grounds for suspension and revocation of an active Permit.

Any permit issued under the terms of this chapter may be suspended or revoked if any permittee, his or her agent, employee, or independent contractor:

- A. Has demonstrated a pattern of violating or failing to comply with the terms and conditions of the permit.
 - B. Does any act which violates any of the grounds for denial of the permit.
- C. Has demonstrated a pattern of violating any other provision of this chapter or any federal, state or local law or regulation relating to his or her permitted activity.
- D. Has demonstrated a pattern of engaging in or permitting misconduct substantially related to the qualifications, functions or duties of the permittee.
- E. Conducts the massage business in a manner contrary to the peace, health, or safety of the public.
- F. Has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.
- G. Has been convicted of any of the crimes identified in Sections 5.20.090(B)(1)(a), (B)(1)(b) or (B)(1)(c).
- H. Employs, retains or allows any person to provide massage services without an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.
 - I. Engages in unprofessional conduct, including, but not limited to, the following:
 - 1. Engaging in sexually suggestive advertising related to massage services. Engaging in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation.
 - 2. Engaging in sexual activity while providing massage services for compensation.
 - 3. Practicing massage on a suspended or revoked permit.
 - 4. Providing massage of the genitals or anal region.
 - 5. Providing massage of the female breasts without the written consent of the person receiving the massage and a referral from a licensed California health provider.

- 6. Dressing while engaged in the practice of massage for compensation or while visible to clients in a massage establishment, in any of the following:
 - a. Attire that is transparent, see-through, or substantially exposes the massage professional's undergarments.
 - b. Swim attire, if not providing a water based massage modality approved by the CAMTC.
 - c. A manner that exposes the massage professional's breasts, buttocks, or genitals.
 - 7. A manner that constitutes a violation of Section 314 of the California Penal Code.
 - a. A manner that is otherwise deemed by the CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

5.20.150 Appeal from Chief of Police determination – Permit renewals, suspensions and revocations.

Any permittee aggrieved by the decision of the Chief of Police in refusing to renew, suspending or revoking a permit may, within fourteen (14) calendar days from the issuance of the Police Chief's written decision, appeal to the City Manager by filing a written notice with the City Clerk. During the pendency of the appeal to the City Manager, the permit shall remain in effect. If such appeal is not taken within fourteen (14) calendar days, the decision of the Chief of Police shall be final. If an appeal is filed in a timely manner, the City Manager shall, after notice as provided in Section 5.20.120, hold a hearing on the appeal, and deny the renewal for any of the grounds specified in Section 5.20.090 or suspend or revoke the permit for any of the grounds specified in Section 5.20.150. The City Managers decision shall be final.

5.20.160 New permit application after denial, revocation or suspension.

If a massage business permit is suspended or revoked pursuant to this chapter, no permit shall be granted to the former permittee to conduct or carry on a massage business within five (5) years after such suspension or revocation. Furthermore, when an application for a permit is denied for cause, no new application for a permit from the same person shall be accepted within five (5) years after denial unless the applicant can show a material change in his or her situation that would justify the issuance of such permit.

5.20.170 Additional compliance period to obtain CAMTC certification.

Each massage business holding an active and valid city-issued massage therapy permit under former provisions of Chapter 5.20 of the Rocklin Municipal Code which employs or retains any person who does not have an active and valid CAMTC certificate upon the effective date of this ordinance, will have until March 1st, 2017 to comply with the requirements of Sections 5.20.030, 5.20.040 and 5.20.180 of this chapter. However, prior to December 1st, 2016, proof that all massage professionals employed or retained by the massage business are enrolled in an approved school of massage will be required upon expiration of the massage business' current city-issued permit.

5.20.180 Minors.

It is unlawful for any person to employ or retain anyone under the age of eighteen (18) years as a massage professional. It is unlawful for any person under the age of eighteen (18) to perform services as a massage professional.

5.20.190 Health requirements.

- A. It shall be the responsibility of a massage professional to refrain from providing massage services, if the massage professional has reason to believe that he or she has any communicable or contagious disease, any open wound of any nature, or any other condition which may be hazardous to the health of a client. Any massage professional having reason to believe that he or she may have any such disease or condition shall promptly notify his or her employer, or, if the massage professional is an independent contractor, to notify the person with whom he or she has been retained, and it shall thereafter be unlawful for the employer or owner to utilize the services of the massage professional unless the disease or condition is no longer present.
- B. The manager shall daily observe and question massage professionals as to their health and any communicable or contagious disease. Whenever the manager has reason to suspect that a massage professional has a communicable or contagious disease, he or she shall require the suspected individual to have an examination by a licensed physician. If the massage professional is found to have a disease or condition which may be hazardous to the health of a client, his or her employment or services rendered under contract shall be discontinued until reinstatement as a massage professional is approved in writing by a licensed physician certifying that the massage professional is free from communicable or contagious diseases.

5.20.200 Operating requirements for massage businesses – General conditions.

- A. It is unlawful and a public nuisance to own, conduct, control, or operate a massage establishment unless the owner or manager designated in the application for the massage establishment is present within such massage establishment at all times.
- B. An owner and/or manager shall be responsible for the conduct of all massage professionals while they are on the massage establishment premises. Any act or omission of any massage professional, whether an employee or an independent contractor, constituting a violation of the provisions of this chapter, shall be deemed an act or omission of the owner or manager for the purposes of determining whether the massage business permit shall be revoked, suspended, conditioned, denied, or renewed.
- C. No massage professional shall provide massage of the genitals or anal region of any client or the breasts of any female client without the written consent of the female client and a referral from a licensed California health care provider, nor shall any owner or manager of a massage business allow or permit such massage to the above specified areas. A massage shall not be given and no client shall be in the presence of a massage professional, independent contractor, owner, manager, or other employee of a massage business unless the client's genitals and the female client's breasts are fully covered by a non-transparent covering.
- D. The hours of operation of the massage establishment must be posted in the front window, or on the door if there is no front window, and clearly visible from the outside.
- E. The owner and/or manager shall ensure that the CAMTC certificate for each onduty massage professional is conspicuously displayed, visible from the entrance and/or reception and waiting area of the massage establishment, and that each massage professional has at his or her immediate disposal the CAMTC photo identification card at all times when working in the massage establishment. Such identification shall be provided upon request of a member of the public, the CAMTC, a member of law enforcement, or a city official.
- F. No owner and/or manager shall employ or retain any person as a massage professional who does not have an active and valid CAMTC certificate. Every owner or manager shall report to the Chief of Police any change of employees or independent contractors, whether by new or renewed employment, discharge or termination, on the form and in the manner required by the Chief of Police. The owner or manager shall provide the name of the employee or contractor and the date of hire or termination within fourteen (14) calendar days of the date of hire or termination.
- G. All owners, managers, massage professionals, other employees and independent contractors of the massage business shall be fully clothed at all times while furnishing massage services. No such individual shall dress while engaged in the practice of massage for compensation in any manner as outlined in section 5.20.150.

- H. No massage business shall operate as a school of massage, or use the same facilities as that of a school of massage.
- I. The massage establishment shall be open to inspection by the Chief of Police, the Fire Chief, the building official, or their authorized representatives during normal business hours of the massage establishment.

5.20.210 Operating requirements for massage businesses – Facilities.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the Chief of Police:

- A. Structure. Massage businesses shall be carried on in a permanent building. The owner shall obtain all required building permits per the California Building Code ("CBC").
- B. Signs. Any signs shall be in conformance with the current sign ordinances of the city. Each owner and/or manager shall post and maintain, adjacent to the main entrance and the front of the business, a readable informational sign identifying the premises as a massage establishment.
- C. Services list. Each owner and/or manager shall post and maintain a list of services available and the cost of such services in the lobby of the massage establishment in a conspicuous public place. The services shall be described in English. No owner or manager shall permit, and no person employed or retained by the massage business shall offer to perform, any services or charge any fees other than those posted.
- D. Lighting. The interior of the massage establishment shall maintain adequate illumination to make the conduct of employees, independent contractors, and clients within the premises readily discernible. The lighting in each massage room shall be at least one (1) forty (40) watt white light bulb and shall be continuously activated at all times while the client is in a massage room. No strobe, flashing lights or dimmer switches shall be used. No colored lights shall be used nor shall any coverings be used which change the color of the primary light source.
- E. Ventilation. In each massage room, the owner and/or manager shall provide minimum ventilation in accordance with the applicable building and fire codes.
- F. Toilet facilities. A minimum of one (1) toilet and one (1) separate wash basin shall be provided for clients in each massage establishment. The wash basin shall provide soap and hot and cold running water at all times and shall be located within close proximity to the massage rooms. A permanently installed soap dispenser, filled with soap, and a single service

towel dispenser or hand dryer shall be provided at the restroom wash basin. Bar soaps shall not be used. A trash receptacle shall be provided in each toilet room.

- G. Dressing rooms. A room, which may be the room where massage is administered for each client, shall be available on the premises with individual lockers or a separate storage area for the clothing of the client. A separate dressing area and clothing locker or storage area is required where the massage is performed in a place other than where the client changes his or her clothing. Doors to such dressing rooms shall open inward and shall be self-closing.
- H. Window coverings. Any windows in the lobby shall not be covered. The lobby must be clearly visible from the exterior of the massage establishment at all times.
- I. Maintenance. Wet and dry heat rooms, shower rooms and bath and toilet rooms shall be thoroughly cleaned and disinfected as needed, but at least once each day the premises are open. All facilities for the massage establishment must be in good repair and shall be thoroughly cleaned and sanitized at least on a daily basis when the massage establishment is in operation.
- J. Massage tables. A massage table shall be provided in each massage room and all massages shall be performed on the massage table, with the exception of "Thai," "Shiatsu," and similar modalities of massage therapy, which may be performed on a padded mat on the floor. No more than one (1) client may occupy a massage table at the same time. Beds and floor mattresses shall not be permitted on the premises.
- K. Front door. One (1) front door that enters into the lobby and/or other waiting room shall be provided for client use. All clients and any persons other than employees or independent contractors shall be required to enter and exit through the front door of the massage establishment.

5.20.220 Operating requirements for massage businesses – Operations.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the Chief of Police:

- A. Sanitation. Each owner and/or manager shall provide and maintain on the premises adequate equipment and supplies for disinfecting and sterilizing instruments used in providing massages. Every portion of a massage establishment, including appliances and apparatus, shall be kept clean and in a sanitary condition. Appliances, apparatus, and equipment shall be disinfected after each use.
- B. Linen. Shared use of towels or linen shall not be permitted. Towels and linen shall be laundered or changed promptly after each use. Separate enclosed cabinets shall be

provided for the storage of clean and soiled linen and shall be plainly marked "clean linen" and "soiled linen" and shall have doors or covers.

- C. Living quarters prohibited. No person or persons shall be allowed to reside, dwell, occupy or live inside a massage establishment at any time. A kitchen, if any, shall be for the sole use of employees and independent contractors, and shall be installed in an "employees only" area.
- D. Persons consuming alcohol or drugs. No person shall enter, be, or remain in any part of a massage establishment while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual. The owner or manager shall not permit any person consuming or using an alcoholic beverage or non-prescribed drug to enter or remain on such premises. Furthermore, no person shall administer or receive a massage while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual.
- E. Recordings. No building or part thereof where massage or massage services are being conducted shall be equipped with any electronic, mechanical or artificial device used, or capable of being used, for recording or videotaping or monitoring the activities, conversation or other sounds in the treatment room or room used by clients.
- F. Warning devices. The presence of any device which can be utilized as an early warning system, to alert the employees or independent contractors of a massage business to the presence of law enforcement officers or city authorities is prohibited in any massage establishment. Said devices may include, but are not limited to, light or music dimmers, electronic detection devices, external or internal video equipment and alarm systems other than those used for fire alarms.
- G. Coverings. Each massage establishment shall provide to all clients clean, sanitary, and opaque coverings of a minimum size of thirty (30) inches by sixty (60) inches, capable of covering the clients' specified anatomical areas, including but not limited to the genital area, buttocks, and female breasts. No shared use of such covering shall be permitted, and re-use is specifically prohibited unless adequately cleaned prior to its re-use.
- H. Records. Every owner and/or manager shall keep a record of the dates and hours of each treatment or service, the name and address of the client as confirmed by valid identification, the name of the massage professional administering such service and a description of the treatment or services rendered. These records shall be prepared prior to administering any massage or treatment and shall be retained for a period of two (2) years after such treatment or service. These records shall be open to inspection upon demand only by officials charged with enforcement of this chapter or emergency personnel for emergency

purposes and for no other purpose. The police department may periodically inspect the records to ensure compliance with this section.

- I. Hours of operation. No massage establishment shall be open for business except during the hours of 6:00 a.m. to 10:00 p.m. on any day.
- J. Doors. All exterior doors (accept a rear entrance for staff only) and interior doors must remain unlocked during business hours, unless there is no massage business staff available to assure the security of clients and massage professionals who are behind closed doors. This subsection shall not apply to sole providers as defined in section 5.10.020(V) of this chapter.
- K. Dress code for clients and visitors. Except for a client who is inside a massage therapy room for the purpose of receiving a massage, no clients or visitors shall be permitted in or on the massage establishment premises at any time who are not fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing, sheer clothing, or similar intimate apparel.

L. Advertising.

- 1. Any advertising matter published or distributed shall include in legible print the massage business license number.
- 2. No massage business shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that:
 - a. Depicts any portion of the human body that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or
 - b. Depicts individuals in suggestive poses that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or
 - c. Employs language in the text of any advertising that would reasonably suggest to prospective clients that any service is available other than legitimate massage services.
 - d. Advertise on a website known to advertise or promote illegal activities.

5.20.230 Operating requirements for out-call massage services.

- A. All equipment and apparatus shall be kept in a clean and sanitary condition and shall be disinfected after each use.
- B. Massage professional performing out-call massage services shall be fully clothed at all times while furnishing massage services. No such individual shall dress while engaged in the practice of massage for compensation in any manner as outlined in section 5.20.150.
- C. Each massage professional performing out-call massage services shall have in his or her possession, their CAMTC photo identification card while administering a massage.
- D. Out-call massage services must be performed in accordance with all other conditions as set forth in this chapter, and shall not include any services prohibited from being offered at a massage establishment under this chapter.
- E. No out-call massage services shall be conducted except during the hours of 6:00 a.m. to 10:00 p.m. on any day.
- F. No massage professional performing out-call massage services shall provide massage of the genitals or anal region of any client. No massage professional performing outcall massage services shall provide massage to the breasts of any female client without the written consent of the female client and a referral from a licensed California health care provider.

A massage shall not be given and no client shall be in the presence of a massage professional performing out-call massage services unless the client's genitals and the female client's breasts are fully covered by a non-transparent covering.

- G. A list of services shall be available for review of the client or authorized representative of the Chief of Police upon request and shall be described in English. No massage professional shall offer to perform out-call massage services other than those listed.
- H. No person shall administer or receive an out-call massage while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual.

5.20.240 Display of permit/certificate.

- A. Every massage business permit issued pursuant to this chapter shall be conspicuously displayed so that it may be easily seen by any client or other person on the massage establishment premises.
- B. Any person providing massage services or out-call massage services shall have an active and valid CAMTC certificate and CAMTC photo identification card readily available for inspection at all times while providing such services, and shall show the certificate and

identification card to any member of the public, the CAMTC, a member of law enforcement, or a city official upon request.

C. Any person who provides out-call massage services, or who is a sole proprietor or independent contractor leasing space at a massage establishment, shall have their permit available for inspection at all times while providing such services, and shall show the permit to any authorized representative of the city.

5.20.250 Permit – Non-transferable, change of address or contact information.

Any massage business permit issued pursuant to this chapter is valid only at the address, if applicable, and for the person specified therein and cannot be sold, transferred or assigned to any other person. Change of the massage business address requires the owner or manager to notify the Chief of Police in writing ten (10) calendar days prior to the massage business moving to a new location and requires an inspection of the massage establishment prior to the massage business accepting clients for massage therapy. Failure to notify the Chief of Police of the change of address shall render any permit void and any operation of a massage business unlawful.

5.20.260 Exemptions.

The following persons and businesses shall be exempt from the requirements of this chapter.

- A. Persons holding an active and valid certificate to practice the healing arts under the laws of the State of California and their employees and independent contractors, including, but not limited to, holders of medical degrees such as physicians, surgeons, chiropractors, osteopaths, naturopaths, podiatrists, acupuncturists, physical therapists, registered nurses, and licensed vocational nurses, when practicing the healing arts within the scope of an applicable license.
- B. State-licensed hospitals, nursing homes, sanitariums, physiotherapy businesses, or other state-licensed physical or mental health facilities and their employees or independent contractors.
- C. Approved schools of massage and their students in training provided such students provide massage therapy only under the direct personal supervision of an instructor.
- D. Barbers and cosmetologists who are licensed under the laws of the State of California, while providing massage therapy within the scope of their licenses, provided that

such massage therapy is limited solely to the neck, face, scalp, feet, and lower limbs up to the knees, and hands and arms, of their clients.

E. Persons who, acting within the scope of their employment, provide massage therapy to semi-professional or professional athletes or athletic teams, facilities or events

5.20.270 Criminal penalties.

It is unlawful and a public nuisance to violate any of the provisions of this chapter. Violation of this chapter is a misdemeanor.

5.20.280 Civil injunction.

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 city, create a cause of action for injunctive relief.

5.20.290 Administrative remedies.

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 by city ordinance.

5.20.300 Cumulative remedies, procedures and penalties.

Unless otherwise expressly provided, the remedies, procedures and penalties provided by this chapter are cumulative to each other and to any others available under state law or other city ordinances.

5.20.310 Separate offense for each day.

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, permits, or causes a violation thereof, and shall be punished accordingly.

5.20.320 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

Section 2. 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 <u>Placer Herald</u>. 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 <u>Placer Herald</u>, 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 August 9, 2016, by the following vote:

AYES:

Councilmembers:

Magnuson, Butler, Yuill, Janda

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

None

ABSTAIN:

Councilmembers:

None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on September 13, 2016, by the following vote:

AYES:

Councilmembers:

NOES:

Councilmembers:

ABSENT:

Councilmembers:

ABSTAIN:

Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:

8/9/16

Second Reading:

9/13/16

Effective Date:

10/13/16



City Council Report

Subject:

Approval of Ordinance No. 1057 Amending Section 3.04.020 of the Rocklin Municipal

Code Relating to Personal Services Contracts

Submitted by: DeeAnne Gillick, City Attorney

Date: September 13, 2016

Department: Legislative

 Staff Recommendation: WAIVE SECOND READING AND APPROVE ORDINANCE NO. 1057 OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING SECTION 3.04.020 OF THE ROCKLIN MUNICIPAL CODE RELATING TO PERSONAL SERVICES CONTRACTS

BACKGROUND:

On August 9, 2016 the City Council waived the first reading and introduced an ordinance of the City Council of the City of Rocklin amending section 3.04.020 of the Rocklin Municipal Code relating to personal services contracts.

Section 3.04.020 of the Municipal Code is amended to provide consistency with Resolution 2015-280 as it relates to the City Manager's authority to award and execute contracts for the procurement of personal services which are funded in the current budget of \$50,000 or less. The only recommended amendment to the language of section 3.04 is to change \$25,000 to \$50,000.

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

ORDINANCE NO. 1056



ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING CHAPTER 5.20 OF TITLE 5 OF THE ROCKLIN MUNICIPAL CODE RELATED TO MASSAGE SERVICES

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

Section 1. Chapter 5.20 of Title 5 of the Rocklin Municipal Code is hereby repealed in its entirety and replaced to read as follows:

Chapter 5.20 MASSAGE SERVICES

5.20.010 Purpose and intent

It is the purpose and intent of the City of Rocklin to comply with California law while also protecting the health, safety and welfare of the inhabitants of the city through the enactment of standards of professional competence and operational requirements which promote the therapeutic use of massage therapy.

This chapter is not intended to be exclusive and compliance with city regulations will not excuse noncompliance with any state or local laws or regulations that are uniformly applied to other professional or personal services businesses including, without limitation, all zoning applications; business license regulations; building, fire, electrical, and plumbing codes; and health and safety laws and regulations applicable to professional or personal services businesses.

The California State Legislature implemented uniform statewide regulations pertaining to massage therapy and massage businesses (enacted by AB 1147 in 2014) now codified in Chapter 10.5 of Division 2 of the California Business and Professions Code (commencing at Section 4600 et seq.), hereinafter referred to as the "Massage Therapy Act", which created a statewide system for issuing massage worker permits, thereby preempting local permitting systems and requirements. The statewide permitting system is administered by the California Massage Therapy Council ("CAMTC").

The Massage Therapy Act allows local jurisdictions to enforce certain business licensing and to establish reasonable health and safety requirements for massage businesses, not in conflict with the Massage Therapy Act. To enable the city to carry out the local regulation and review of massage businesses found in the Massage Therapy Act, the city must maintain massage business regulations in the Rocklin Municipal Code.

There is a continued need for local regulations because there is significant risk of injury to massage clients by improperly trained or educated massage service providers and the city has a legitimate interest in providing reasonable safeguards against injury and economic loss to such massage clients. Government Code Section 51034 specifically recognizes the powers of cities to regulate massage businesses. In addition, the city wishes to promote the ethical practice of massage therapy and to prevent and discourage the misuse of massage therapy as a front for prostitution activities in violation of the law, including but not limited to subdivisions (a) and (b) of Section 647 of the California Penal Code.

The adoption of qualification standards for massage service providers based upon the CAMTC certification program established under the Massage Therapy Act and the enhancement of the city's reasonable regulations on the operation of massage businesses and the conduct of massage service providers will serve to reduce the risk of potentially injurious and illegal activity.

This chapter establishes a local regulatory system for massage businesses to operate within the city. This chapter is also intended to allow a transitional period for existing massage businesses to continue operating while their employees obtain state certification by March 1st, 2017.

5.20.020 Definitions

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Applicant" means any person that seeks a massage business permit as required by this chapter.
- B. "Approved school of massage" means any school or institution of learning that is recognized as an approved school pursuant to Business and Professions Code Division 2, Chapter 10.5, as it may be amended.
- C. "California Massage Therapy Council (CAMTC)" means the California Massage Therapy Council created pursuant to Business and Professions Code Section 4602(a).
- D. "Certificate" means the certificate, or conditional certificate, issued by the CAMTC to massage therapists, pursuant to Business and Professions Code Section 4601(h) and to massage practitioners pursuant to subdivision 4601(g), or 4604.1(a), 4604.2(c) that entitles the holder to practice massage. When used in this chapter, "certification" means a person who has an active and valid CAMTC certificate.

- E. "Certified massage practitioner" means a person who is currently certified as a massage practitioner by the CAMTC, and who gives, performs or administers massage for compensation.
- F. "Certified massage therapist" means a person who is currently certified as a massage therapist by the CAMTC, and who gives, performs or administers massage for compensation.
 - G. "Chief of Police" means the Chief of Police or designee.
 - H. "City" means the City of Rocklin.
 - I. "City Manager" means the City Manager or designee.
- J. "Compensation" means the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.
- K. "Convicted" means having entered a plea, or receiving a verdict, of guilty. "Convicted" also includes having entered a plea of *nolo contendere*.
- L. "Independent contractor" means a person who contracts to do work for another person according to his or her own processes and methods; the contractor is not subject to another's control except for what is specified in a mutually binding agreement for a specific job.
- M. "Manager" means a person who supervises, inspects, directs, organizes, controls, or in any other way is responsible for or in charge of the conduct of the activities within a massage business.
- N. "Massage" or "massage therapy" means the systematic and scientific manipulation and treatment involving the external manipulation or pressure of soft tissue for therapeutic purposes. Massage therapy includes any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external surfaces of the body with hands, apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointment, or other similar preparations. Massage therapy scope of practice does not include diagnosis, prescribing of drugs or medicines, spinal or other joint manipulations, nor any service or procedure for which a license to practice medicine, chiropractic, physical therapy, acupuncture, or podiatry is required by law.
- O. "Massage establishment" means a fixed place of business; premises, facility or membership club where any person, gives performs or administers massage for compensation.

- P. "Massage professional" means any person certified by the CAMTC to give, perform or administer to another person a massage for compensation. Massage professionals shall include certified massage practitioners and certified massage therapists.
- Q. "Out-call massage services" means services in which a massage professional gives, performs or administers to another person a massage for compensation at a location other than a massage establishment permitted pursuant to this chapter.
- R. "Owner" means any and all owners of a massage business including any of the following persons:
 - 1. A sole provider as defined in subsection T of this section;
 - 2. Any general partner of a general or limited partnership that owns a massage business;
 - 3. Any person who has an ownership interest in a corporation that owns a massage business;
 - 4. Any person who is a member of a limited liability company that owns a massage business;
 - 5. All owners of any other type of business association that owns a massage business.
 - S. "Permit" means the massage business permit.
- T. "Person" means any natural person, individual, group, firm, association, partnership, corporation, company, sole proprietorship, or any other legal entity.
- U. "Reflexology" means massage of the hands or feet based on the belief that pressure applied to specific points on these extremities benefits other parts of the body
- V. "Sole provider" means a massage business where the owner owns one hundred percent (100%) of the business, is the only person who provides massage services for compensation for that business pursuant to a valid and active certificate from CAMTC, and has no other employees or independent contractors.

5.20.30 Requirements for massage businesses

A. It is unlawful for any person to own, conduct, operate or maintain a massage business within the city without having a valid massage business permit issued pursuant to this chapter. Massage business permits shall also be required of any permanent or semi-permanent

seated massage or reflexology installation. A massage business permit shall in no way be construed to allow any person to perform massage services within the city without an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.

B. It is unlawful for any person to own, conduct, operate or maintain a massage business within the city unless all persons providing massage services at a massage establishment each hold an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.

5.20.040 Requirements for out-call massage services

It is unlawful for any person to own, conduct, operate or maintain out-call massage services within the city unless all persons providing massage services for the out-call massage business hold an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.

5.20.050 Advertisements

It is unlawful for any person to advertise massage services within the city without complying with the requirements provided for in this chapter.

5.20.060 Massage business permit - Application.

- A. An application for a massage business permit shall be made by the owner of the business. Such application shall designate the person or persons who will be the manager, if applicable, of the premises.
- B. All applications for permits shall be filed with the Chief of Police on such forms as he or she may prescribe, and shall contain such information as reasonably deemed necessary for the proper processing of the application. The application for a permit does not authorize the operation of a massage business unless and until such permit has been granted.
- C. Any application for a massage business permit shall contain the following information:
 - 1. The full true name and any other names used by the applicant. If the applicant is:
 - a. An individual; the individual shall state his/her full legal name.
 - b. A partnership; the partnership shall state its complete name, address, and the names of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any. In addition, the

application must designate the person who will provide all information required by this chapter.

- c. A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of California, the names and capacities of all officers and directors, and the name of the registered corporate agent and the address of the registered agent for service of process. In addition, the application must designate the person who will provide all information required by this chapter.
- 2. The true, full and precise name under which the massage business is to be conducted, as well as any and all names under which the massage business is to be advertised.
- 3. The address where the massage business is to be located and all telephone numbers for the massage business.
- 4. The name and address of the owner of the real property upon or in which the proposed massage business is to be conducted and, if applicable, the lessor. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease containing specific language from the owner of the property acknowledging that a massage business will be located on his or her property.
- 5. The current residential address and telephone number of the owner, as well as the manager (if the manager is a different person) who will be principally in charge of the operation of the massage business, and the previous residential addresses and business addresses within the previous five (5) years.
 - 6. The applicant's height, weight, color of eyes, and hair color.
- 7. Written proof, to the satisfaction of the City that the applicant is at least eighteen (18) years of age. This may be in the form of a current U.S. government issued I.D. with photograph (such as a driver's license, U.S. Passport, or military I.D. card).
- 8. The applicant's business, occupation or employment history for the five (5) years immediately preceding the date of the application.
- 9. The massage or similar business license history of the applicant, including whether such person, previously operating in this city or another city, county or state under a license or permit, has had such license or permit revoked or suspended; and the reasons and dates for any such revocation or suspension.

- 10. All criminal convictions, except minor traffic infractions.
- 11. A complete current list of the names of all proposed massage professionals and other employees or independent contractors who are or will be employed or retained in the massage business, if known. If not known at the time of submission of the application, the applicant shall provide the required information no later than ten (10) calendar days prior to opening for business.
- 12. A valid, government issued identification card and the full names and birthdays of each CAMTC massage professional that will be employed or retained to perform massage therapy either as employees, independent contractors, or in a rent space capacity for verification. If unable to verify, then the CAMTC photo identification cards for each proposed massage professional that will be employed or retained to perform massage therapy either as employees, independent contractors, or in a rent space capacity must be presented for verification.
- 13. A complete set of fingerprints (Live Scan) taken by the police department. The applicant shall be responsible for payment of any fingerprinting fees.
- 14. Authorization for the city, its agents, and employees to seek verification of the information contained in the application.
- 15. Such other identification and information as the Chief of Police may reasonably require in order to discover the truth of the matters herein specified and as required to be set forth in the application.
 - 16. The certificate of occupancy provided by the building division.
- 17. A current and valid policy of insurance issued by an insurance company authorized to do business in the State of California evidencing that the applicant is insured under a liability insurance policy providing minimum coverage of \$1,000,000 for injury or death to any one person arising out of the operation of any massage business and the administration of a massage.
- 18. If the owner will provide massage services, the owner's original CAMTC certificate and original CAMTC photo identification card, for copying by the police department.
 - 19. Proof of current City of Rocklin business license for the massage business.

- 20. A statement in writing and dated by the person providing the information, that he or she certifies under penalty of perjury, that all information contained in the application is true and correct.
- D. In the event that the Chief of Police requires further information, or deems the application incomplete, the applicant shall be notified in writing of the required information within twenty (20) calendar days of submitting the application. Additional information shall be provided within fifteen (15) calendar days of the date of the request, after which time the application shall be deemed incomplete. Incomplete applications shall be deemed denied.

5.20.070 Term of massage business permits.

A permit for a massage business shall be issued for a term of one (1) year. It may be renewed by the Chief of Police for additional one-year periods upon application by the permittee unless the permit is suspended or revoked in accordance with Section 5.20.150. An application for renewal shall be accompanied by a nonrefundable fee as established by resolution of the city council.

During the term of a permit, if the permittee has any change in the information submitted on the original or any renewal application, the permittee shall notify the Chief of Police in writing of any such change within fourteen (14) calendar days of the change.

5.20.080 Massage business permit fee.

Every application for a massage business permit shall be accompanied by a nonrefundable fee as established by resolution of the city council. The application and fee required pursuant to this section shall be in addition to any other license, permit or fee required by federal, state or local law.

5.20.90 Massage businesses permit issuance – Investigation – Grounds for denial.

- A. Upon receipt of a completed massage business permit application, the Chief of Police shall conduct an investigation, including an inspection of the massage establishment, if applicable, to ascertain whether a permit should be issued as requested. The Chief of Police shall, within forty-five (45) calendar days of receipt of the completed application, approve, condition, or deny the permit.
- B. The Chief of Police may deny a permit provided for in this chapter if he or she finds any of the following:
 - 1. The applicant, any owner, or any person directly engaged, employed, or retained in the massage business, has:

- a. Been convicted of a violation of any provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or conduct in violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, subsections (b) or (d) of Penal Code Section 647, Penal Code Sections 653.22 or 653.23, or convicted of an attempt to commit or conspiracy to commit any of the above mentioned offenses, or any other crime involving dishonesty, fraud, deceit, or moral turpitude or when the prosecution accepted a plea of guilty or *nolo contendere* to a charge of a violation of California Penal Code Sections 415, 602 or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the previously listed crimes, or any crime committed while engaged in the ownership of a massage business or the practice of massage.
- b. Been convicted of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058.
- c. Been convicted of any offense in any other state or US territory, which is the equivalent of any of the above mentioned offenses.
- d. Been subjected to a permanent injunction against conducting or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, or any similar provisions of law in a jurisdiction outside the State of California.
- e. Committed an act in another jurisdiction which, if committed in this state, would have been a violation of law and which, if done by a permittee under this chapter, would be grounds for denial, suspension or revocation of the permit.
- f. Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.
- g. Has had a massage business permit or massage therapist/practitioner permit or other similar license or permit denied, suspended or revoked for cause by the city, any state, local agency or other licensing authority, or has had to surrender a permit or license as a result of pending criminal charges or in lieu of said permit or license being suspended or revoked.

- 2. The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application. The application does not contain all the information required by Section 5.20.060 and applicant fails to complete the application after having been notified of any additional information or documents required.
 - 3. The applicant is not at least eighteen (18) years of age.
- 4. The massage establishment, as proposed, does not comply with all applicable laws, including, but not limited to, health, zoning, fire, building, and safety requirements and standards imposed by the laws of the state and the ordinances of the city, including this chapter.
- 5. The applicant failed to obtain all the necessary approvals from the necessary city departments or other governmental agencies, including but not limited to, the City's Economic Development Department.
- 6. The applicant has refused to or cannot meet the requirements established by this code.
- 7. The required fees(s) have not been paid and/or any other requirements of this chapter have not been satisfied within the time specified.
- 8. The massage establishment is proposed in the same location in which a massage establishment has previously been closed due to criminal activity within five (5) years prior to the date of the application.
 - C. Notwithstanding subsection B, the applicant shall not be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Section 4852.01 of the California Penal Code, or on the basis that he or she has been convicted of a misdemeanor not specified in this chapter
 - D. If the Chief of Police, upon completion of the investigation, determines the applicant does not fulfill the requirements set forth in this chapter, the Chief of Police shall deny the application by dated written notice to the applicant. The applicant shall have the right of appeal as set forth in Section 5.20.100.
 - E. Upon issuance of any permit, the Chief of Police may limit the permit by any condition reasonably necessary to preserve the intent and purpose of this chapter. Such permit limitations shall be in writing to the applicant, with a signature from the

applicant affirming they understand and will comply with the limitations as set by the Chief of Police.

5.20.100 Appeal from Chief of Police determination – Permit conditions and denials.

The Chief of Police shall cause a written notice of his or her decision to issue, condition or deny a permit to be mailed to the applicant by certified U.S. mail, postage prepaid, return receipt requested. Applicants aggrieved by the Police Chief's decision to condition or deny a permit may appeal such decision to the City Manager by filing a written notice with the City Clerk within fourteen (14) calendar days of the applicant's receipt of the Police Chief's written notice of decision. If an appeal is not taken within such time, the Police Chief's decision shall be final.

5.20.110 Hearing - City Manager.

Upon appeal to the City Manager or designee, the permit application shall be scheduled by the City Clerk for a hearing within forty-five (45) calendar days.

5.20.120 City Manager Action.

Following notice to the applicant, and an opportunity to be heard, the City Manager may grant the permit subject to such conditions as deemed reasonable by the City Manager under the circumstances, or he/she may deny the issuance of the permit if the City Manager finds any of the grounds specified in Section 5.20.090(B). The decision of the City Manager shall be final.

5.20.130 Suspension and revocation – Notice.

Any permit issued under the terms of this chapter may be suspended or revoked by the Chief of Police in writing upon determining that any of the grounds specified in Section 5.20.140 exist. No permit shall be revoked or suspended by virtue of this section until a hearing has been held by the Chief of Police. Written notice of the time and place of such hearing shall be served upon the person to whom the permit was granted at least five (5) calendar days prior to the date set for such hearing. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Service of notice may be either by personal delivery to the person to be notified, or by depositing it in the U.S. mail in a sealed envelope, postage prepaid, addressed to the person to be notified at his or her address as it appears in his or her application for a permit.

5.20.140 Grounds for suspension and revocation of an active Permit.

Any permit issued under the terms of this chapter may be suspended or revoked if any permittee, his or her agent, employee, or independent contractor:

- A. Has demonstrated a pattern of violating or failing to comply with the terms and conditions of the permit.
 - B. Does any act which violates any of the grounds for denial of the permit.
- C. Has demonstrated a pattern of violating any other provision of this chapter or any federal, state or local law or regulation relating to his or her permitted activity.
- D. Has demonstrated a pattern of engaging in or permitting misconduct substantially related to the qualifications, functions or duties of the permittee.
- E. Conducts the massage business in a manner contrary to the peace, health, or safety of the public.
- F. Has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.
- G. Has been convicted of any of the crimes identified in Sections 5.20.090(B)(1)(a), (B)(1)(b) or (B)(1)(c).
- H. Employs, retains or allows any person to provide massage services without an active and valid certificate from the CAMTC as a massage practitioner or massage therapist.
 - I. Engages in unprofessional conduct, including, but not limited to, the following:
 - 1. Engaging in sexually suggestive advertising related to massage services. Engaging in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation.
 - 2. Engaging in sexual activity while providing massage services for compensation.
 - 3. Practicing massage on a suspended or revoked permit.
 - 4. Providing massage of the genitals or anal region.
 - 5. Providing massage of the female breasts without the written consent of the person receiving the massage and a referral from a licensed California health provider.

- 6. Dressing while engaged in the practice of massage for compensation or while visible to clients in a massage establishment, in any of the following:
 - a. Attire that is transparent, see-through, or substantially exposes the massage professional's undergarments.
 - b. Swim attire, if not providing a water based massage modality approved by the CAMTC.
 - c. A manner that exposes the massage professional's breasts, buttocks, or genitals.
 - 7. A manner that constitutes a violation of Section 314 of the California Penal Code.
 - a. A manner that is otherwise deemed by the CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

5.20.150 Appeal from Chief of Police determination – Permit renewals, suspensions and revocations.

Any permittee aggrieved by the decision of the Chief of Police in refusing to renew, suspending or revoking a permit may, within fourteen (14) calendar days from the issuance of the Police Chief's written decision, appeal to the City Manager by filing a written notice with the City Clerk. During the pendency of the appeal to the City Manager, the permit shall remain in effect. If such appeal is not taken within fourteen (14) calendar days, the decision of the Chief of Police shall be final. If an appeal is filed in a timely manner, the City Manager shall, after notice as provided in Section 5.20.120, hold a hearing on the appeal, and deny the renewal for any of the grounds specified in Section 5.20.090 or suspend or revoke the permit for any of the grounds specified in Section 5.20.150. The City Managers decision shall be final.

5.20.160 New permit application after denial, revocation or suspension.

If a massage business permit is suspended or revoked pursuant to this chapter, no permit shall be granted to the former permittee to conduct or carry on a massage business within five (5) years after such suspension or revocation. Furthermore, when an application for a permit is denied for cause, no new application for a permit from the same person shall be accepted within five (5) years after denial unless the applicant can show a material change in his or her situation that would justify the issuance of such permit.

5.20.170 Additional compliance period to obtain CAMTC certification.

Each massage business holding an active and valid city-issued massage therapy permit under former provisions of Chapter 5.20 of the Rocklin Municipal Code which employs or retains any person who does not have an active and valid CAMTC certificate upon the effective date of this ordinance, will have until March 1st, 2017 to comply with the requirements of Sections 5.20.030, 5.20.040 and 5.20.180 of this chapter. However, prior to December 1st, 2016, proof that all massage professionals employed or retained by the massage business are enrolled in an approved school of massage will be required upon expiration of the massage business' current city-issued permit.

5.20.180 Minors.

It is unlawful for any person to employ or retain anyone under the age of eighteen (18) years as a massage professional. It is unlawful for any person under the age of eighteen (18) to perform services as a massage professional.

5.20.190 Health requirements.

- A. It shall be the responsibility of a massage professional to refrain from providing massage services, if the massage professional has reason to believe that he or she has any communicable or contagious disease, any open wound of any nature, or any other condition which may be hazardous to the health of a client. Any massage professional having reason to believe that he or she may have any such disease or condition shall promptly notify his or her employer, or, if the massage professional is an independent contractor, to notify the person with whom he or she has been retained, and it shall thereafter be unlawful for the employer or owner to utilize the services of the massage professional unless the disease or condition is no longer present.
- B. The manager shall daily observe and question massage professionals as to their health and any communicable or contagious disease. Whenever the manager has reason to suspect that a massage professional has a communicable or contagious disease, he or she shall require the suspected individual to have an examination by a licensed physician. If the massage professional is found to have a disease or condition which may be hazardous to the health of a client, his or her employment or services rendered under contract shall be discontinued until reinstatement as a massage professional is approved in writing by a licensed physician certifying that the massage professional is free from communicable or contagious diseases.

5.20.200 Operating requirements for massage businesses – General conditions.

- A. It is unlawful and a public nuisance to own, conduct, control, or operate a massage establishment unless the owner or manager designated in the application for the massage establishment is present within such massage establishment at all times.
- B. An owner and/or manager shall be responsible for the conduct of all massage professionals while they are on the massage establishment premises. Any act or omission of any massage professional, whether an employee or an independent contractor, constituting a violation of the provisions of this chapter, shall be deemed an act or omission of the owner or manager for the purposes of determining whether the massage business permit shall be revoked, suspended, conditioned, denied, or renewed.
- C. No massage professional shall provide massage of the genitals or anal region of any client or the breasts of any female client without the written consent of the female client and a referral from a licensed California health care provider, nor shall any owner or manager of a massage business allow or permit such massage to the above specified areas. A massage shall not be given and no client shall be in the presence of a massage professional, independent contractor, owner, manager, or other employee of a massage business unless the client's genitals and the female client's breasts are fully covered by a non-transparent covering.
- D. The hours of operation of the massage establishment must be posted in the front window, or on the door if there is no front window, and clearly visible from the outside.
- E. The owner and/or manager shall ensure that the CAMTC certificate for each onduty massage professional is conspicuously displayed, visible from the entrance and/or reception and waiting area of the massage establishment, and that each massage professional has at his or her immediate disposal the CAMTC photo identification card at all times when working in the massage establishment. Such identification shall be provided upon request of a member of the public, the CAMTC, a member of law enforcement, or a city official.
- F. No owner and/or manager shall employ or retain any person as a massage professional who does not have an active and valid CAMTC certificate. Every owner or manager shall report to the Chief of Police any change of employees or independent contractors, whether by new or renewed employment, discharge or termination, on the form and in the manner required by the Chief of Police. The owner or manager shall provide the name of the employee or contractor and the date of hire or termination within fourteen (14) calendar days of the date of hire or termination.
- G. All owners, managers, massage professionals, other employees and independent contractors of the massage business shall be fully clothed at all times while furnishing massage services. No such individual shall dress while engaged in the practice of massage for compensation in any manner as outlined in section 5.20.150.

- H. No massage business shall operate as a school of massage, or use the same facilities as that of a school of massage.
- I. The massage establishment shall be open to inspection by the Chief of Police, the Fire Chief, the building official, or their authorized representatives during normal business hours of the massage establishment.

5.20.210 Operating requirements for massage businesses – Facilities.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the Chief of Police:

- A. Structure. Massage businesses shall be carried on in a permanent building. The owner shall obtain all required building permits per the California Building Code ("CBC").
- B. Signs. Any signs shall be in conformance with the current sign ordinances of the city. Each owner and/or manager shall post and maintain, adjacent to the main entrance and the front of the business, a readable informational sign identifying the premises as a massage establishment.
- C. Services list. Each owner and/or manager shall post and maintain a list of services available and the cost of such services in the lobby of the massage establishment in a conspicuous public place. The services shall be described in English. No owner or manager shall permit, and no person employed or retained by the massage business shall offer to perform, any services or charge any fees other than those posted.
- D. Lighting. The interior of the massage establishment shall maintain adequate illumination to make the conduct of employees, independent contractors, and clients within the premises readily discernible. The lighting in each massage room shall be at least one (1) forty (40) watt white light bulb and shall be continuously activated at all times while the client is in a massage room. No strobe, flashing lights or dimmer switches shall be used. No colored lights shall be used nor shall any coverings be used which change the color of the primary light source.
- E. Ventilation. In each massage room, the owner and/or manager shall provide minimum ventilation in accordance with the applicable building and fire codes.
- F. Toilet facilities. A minimum of one (1) toilet and one (1) separate wash basin shall be provided for clients in each massage establishment. The wash basin shall provide soap and hot and cold running water at all times and shall be located within close proximity to the massage rooms. A permanently installed soap dispenser, filled with soap, and a single service

towel dispenser or hand dryer shall be provided at the restroom wash basin. Bar soaps shall not be used. A trash receptacle shall be provided in each toilet room.

- G. Dressing rooms. A room, which may be the room where massage is administered for each client, shall be available on the premises with individual lockers or a separate storage area for the clothing of the client. A separate dressing area and clothing locker or storage area is required where the massage is performed in a place other than where the client changes his or her clothing. Doors to such dressing rooms shall open inward and shall be self-closing.
- H. Window coverings. Any windows in the lobby shall not be covered. The lobby must be clearly visible from the exterior of the massage establishment at all times.
- I. Maintenance. Wet and dry heat rooms, shower rooms and bath and toilet rooms shall be thoroughly cleaned and disinfected as needed, but at least once each day the premises are open. All facilities for the massage establishment must be in good repair and shall be thoroughly cleaned and sanitized at least on a daily basis when the massage establishment is in operation.
- J. Massage tables. A massage table shall be provided in each massage room and all massages shall be performed on the massage table, with the exception of "Thai," "Shiatsu," and similar modalities of massage therapy, which may be performed on a padded mat on the floor. No more than one (1) client may occupy a massage table at the same time. Beds and floor mattresses shall not be permitted on the premises.
- K. Front door. One (1) front door that enters into the lobby and/or other waiting room shall be provided for client use. All clients and any persons other than employees or independent contractors shall be required to enter and exit through the front door of the massage establishment.

5.20.220 Operating requirements for massage businesses – Operations.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the Chief of Police:

- A. Sanitation. Each owner and/or manager shall provide and maintain on the premises adequate equipment and supplies for disinfecting and sterilizing instruments used in providing massages. Every portion of a massage establishment, including appliances and apparatus, shall be kept clean and in a sanitary condition. Appliances, apparatus, and equipment shall be disinfected after each use.
- B. Linen. Shared use of towels or linen shall not be permitted. Towels and linen shall be laundered or changed promptly after each use. Separate enclosed cabinets shall be

provided for the storage of clean and soiled linen and shall be plainly marked "clean linen" and "soiled linen" and shall have doors or covers.

- C. Living quarters prohibited. No person or persons shall be allowed to reside, dwell, occupy or live inside a massage establishment at any time. A kitchen, if any, shall be for the sole use of employees and independent contractors, and shall be installed in an "employees only" area.
- D. Persons consuming alcohol or drugs. No person shall enter, be, or remain in any part of a massage establishment while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual. The owner or manager shall not permit any person consuming or using an alcoholic beverage or non-prescribed drug to enter or remain on such premises. Furthermore, no person shall administer or receive a massage while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual.
- E. Recordings. No building or part thereof where massage or massage services are being conducted shall be equipped with any electronic, mechanical or artificial device used, or capable of being used, for recording or videotaping or monitoring the activities, conversation or other sounds in the treatment room or room used by clients.
- F. Warning devices. The presence of any device which can be utilized as an early warning system, to alert the employees or independent contractors of a massage business to the presence of law enforcement officers or city authorities is prohibited in any massage establishment. Said devices may include, but are not limited to, light or music dimmers, electronic detection devices, external or internal video equipment and alarm systems other than those used for fire alarms.
- G. Coverings. Each massage establishment shall provide to all clients clean, sanitary, and opaque coverings of a minimum size of thirty (30) inches by sixty (60) inches, capable of covering the clients' specified anatomical areas, including but not limited to the genital area, buttocks, and female breasts. No shared use of such covering shall be permitted, and re-use is specifically prohibited unless adequately cleaned prior to its re-use.
- H. Records. Every owner and/or manager shall keep a record of the dates and hours of each treatment or service, the name and address of the client as confirmed by valid identification, the name of the massage professional administering such service and a description of the treatment or services rendered. These records shall be prepared prior to administering any massage or treatment and shall be retained for a period of two (2) years after such treatment or service. These records shall be open to inspection upon demand only by officials charged with enforcement of this chapter or emergency personnel for emergency

purposes and for no other purpose. The police department may periodically inspect the records to ensure compliance with this section.

- I. Hours of operation. No massage establishment shall be open for business except during the hours of 6:00 a.m. to 10:00 p.m. on any day.
- J. Doors. All exterior doors (accept a rear entrance for staff only) and interior doors must remain unlocked during business hours, unless there is no massage business staff available to assure the security of clients and massage professionals who are behind closed doors. This subsection shall not apply to sole providers as defined in section 5.10.020(V) of this chapter.
- K. Dress code for clients and visitors. Except for a client who is inside a massage therapy room for the purpose of receiving a massage, no clients or visitors shall be permitted in or on the massage establishment premises at any time who are not fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing, sheer clothing, or similar intimate apparel.

L. Advertising.

- 1. Any advertising matter published or distributed shall include in legible print the massage business license number.
- 2. No massage business shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that:
 - a. Depicts any portion of the human body that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or
 - b. Depicts individuals in suggestive poses that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or
 - c. Employs language in the text of any advertising that would reasonably suggest to prospective clients that any service is available other than legitimate massage services.
 - d. Advertise on a website known to advertise or promote illegal activities.

5.20.230 Operating requirements for out-call massage services.

- A. All equipment and apparatus shall be kept in a clean and sanitary condition and shall be disinfected after each use.
- B. Massage professional performing out-call massage services shall be fully clothed at all times while furnishing massage services. No such individual shall dress while engaged in the practice of massage for compensation in any manner as outlined in section 5.20.150.
- C. Each massage professional performing out-call massage services shall have in his or her possession, their CAMTC photo identification card while administering a massage.
- D. Out-call massage services must be performed in accordance with all other conditions as set forth in this chapter, and shall not include any services prohibited from being offered at a massage establishment under this chapter.
- E. No out-call massage services shall be conducted except during the hours of 6:00 a.m. to 10:00 p.m. on any day.
- F. No massage professional performing out-call massage services shall provide massage of the genitals or anal region of any client. No massage professional performing outcall massage services shall provide massage to the breasts of any female client without the written consent of the female client and a referral from a licensed California health care provider.

A massage shall not be given and no client shall be in the presence of a massage professional performing out-call massage services unless the client's genitals and the female client's breasts are fully covered by a non-transparent covering.

- G. A list of services shall be available for review of the client or authorized representative of the Chief of Police upon request and shall be described in English. No massage professional shall offer to perform out-call massage services other than those listed.
- H. No person shall administer or receive an out-call massage while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual.

5.20.240 Display of permit/certificate.

- A. Every massage business permit issued pursuant to this chapter shall be conspicuously displayed so that it may be easily seen by any client or other person on the massage establishment premises.
- B. Any person providing massage services or out-call massage services shall have an active and valid CAMTC certificate and CAMTC photo identification card readily available for inspection at all times while providing such services, and shall show the certificate and

identification card to any member of the public, the CAMTC, a member of law enforcement, or a city official upon request.

C. Any person who provides out-call massage services, or who is a sole proprietor or independent contractor leasing space at a massage establishment, shall have their permit available for inspection at all times while providing such services, and shall show the permit to any authorized representative of the city.

5.20.250 Permit – Non-transferable, change of address or contact information.

Any massage business permit issued pursuant to this chapter is valid only at the address, if applicable, and for the person specified therein and cannot be sold, transferred or assigned to any other person. Change of the massage business address requires the owner or manager to notify the Chief of Police in writing ten (10) calendar days prior to the massage business moving to a new location and requires an inspection of the massage establishment prior to the massage business accepting clients for massage therapy. Failure to notify the Chief of Police of the change of address shall render any permit void and any operation of a massage business unlawful.

5.20.260 Exemptions.

The following persons and businesses shall be exempt from the requirements of this chapter.

- A. Persons holding an active and valid certificate to practice the healing arts under the laws of the State of California and their employees and independent contractors, including, but not limited to, holders of medical degrees such as physicians, surgeons, chiropractors, osteopaths, naturopaths, podiatrists, acupuncturists, physical therapists, registered nurses, and licensed vocational nurses, when practicing the healing arts within the scope of an applicable license.
- B. State-licensed hospitals, nursing homes, sanitariums, physiotherapy businesses, or other state-licensed physical or mental health facilities and their employees or independent contractors.
- C. Approved schools of massage and their students in training provided such students provide massage therapy only under the direct personal supervision of an instructor.
- D. Barbers and cosmetologists who are licensed under the laws of the State of California, while providing massage therapy within the scope of their licenses, provided that

such massage therapy is limited solely to the neck, face, scalp, feet, and lower limbs up to the knees, and hands and arms, of their clients.

E. Persons who, acting within the scope of their employment, provide massage therapy to semi-professional or professional athletes or athletic teams, facilities or events

5.20.270 Criminal penalties.

It is unlawful and a public nuisance to violate any of the provisions of this chapter. Violation of this chapter is a misdemeanor.

5.20.280 Civil injunction.

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 city, create a cause of action for injunctive relief.

5.20.290 Administrative remedies.

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 by city ordinance.

5.20.300 Cumulative remedies, procedures and penalties.

Unless otherwise expressly provided, the remedies, procedures and penalties provided by this chapter are cumulative to each other and to any others available under state law or other city ordinances.

5.20.310 Separate offense for each day.

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, permits, or causes a violation thereof, and shall be punished accordingly.

5.20.320 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

Section 2. 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 <u>Placer Herald</u>. 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 <u>Placer Herald</u>, 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 August 9, 2016, by the following vote:

AYES:

Councilmembers:

Magnuson, Butler, Yuill, Janda

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

None

ABSTAIN:

Councilmembers:

None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on September 13, 2016, by the following vote:

AYES:

Councilmembers:

NOES:

Councilmembers:

ABSENT:

Councilmembers:

ABSTAIN:

Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:

8/9/16

Second Reading:

9/13/16

Effective Date:

10/13/16





City Council Report

Subject: Resolution of the City Council of the City of Rocklin Amending the City of Rocklin Confidential

Salary Schedule for Fiscal Year 2016-2017

Submitted by: Michael Green, Human Resources Manager,

Kim Sarkovich, Assistant City Manager/CFO

Date: September 13, 2016

Department: Administrative Services Reso. No. 2016-

Staff Recommendation:

Approve the resolution of the City Council of the City of Rocklin amending the City of Rocklin Confidential Salary Schedule for fiscal year 2016-2017.

BACKGROUND:

The Senior Police Technician classification will participate in the more complex, confidential, and technical administrative support functions for the Police Department; receive, process, and perform basic analysis of a variety of confidential police reports and records; ensure the security and integrity of confidential police information; and perform a variety of technical tasks. The incumbent will report to either a supervisor or manager within the Police Department, and may provide lead direction to support personnel. The incumbent in the Departmental Administrative Specialist position at the Police Department will be reclassified to Senior Police Technician, and the vacant Departmental Administrative Specialist position will be deleted from the budget.

The Executive Assistant to the Police Chief will perform a variety of responsible, complex, and highly confidential administrative, technical, and secretarial support duties primarily for the Police Chief; exercise initiative, judgment, and tact in responding to and dealing with other law enforcement agencies, members of the community, and public officials; exercise functional and technical supervision over clerical and administrative staff; and lead the Police Department Social Media Team. The incumbent reports to the Police Chief, and may exercise technical and functional supervision over assigned staff. The incumbent in the Administrative Assistant to the Police Chief position will be reclassified to the Executive Assistant to the Police Chief, and the vacant Administrative Assistant to the Police Chief position will be deleted from the budget.

RECOMMENDATION:

Recommendation:

Staff recommends approving the resolution of the City Council of the City of Rocklin amending the City of Rocklin Confidential Salary Schedule for fiscal year 2016-2017.

City Council Report September 13, 2016 Page 2

Fiscal Impact:

The cost of these actions will result in a payroll increase of approximately \$7,800 for the remainder of this fiscal year and will be absorbed within the current operating budget.

Ricky A. Horst, City Manager Reviewed for Content

R. A. H.S

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

Deelma Gillich

Attachment:

- Job Specs
- Salary Schedule

SEPTEMBER 2016 CITY OF ROCKLIN

SENIOR POLICE TECHNICIAN

Salary Range: 20 (Confidential Salary Schedule)

DEFINITION

Under general supervision, participates in the more complex, confidential, and technical administrative support functions for the Police Department; receives, processes, and performs basic analysis of a variety of confidential police reports and records; ensures the security and integrity of confidential police information; performs a variety of technical tasks; performs related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is a journey level non-sworn classification in the Police Department that may function as a leadworker and is expected to work independently with minimal supervision.

SUPERVISION EXERCISED AND RECEIVED

The incumbent reports to either a supervisor or manager within the Police Department, and may provide lead direction to support personnel.

EXAMPLES OF DUTIES, KNOWLEDGE, AND ABILITIES

Duties may include, but are not limited to the following:

- Maintains and monitors complex, specialized, technical and confidential police records and filing systems.
- Explains complex Police Department policies, procedures, ordinances and laws in order to respond to more complex or difficult customer inquiries.
- Researches and resolves customer service issues involving the Police Department; applying rules, laws, ordinances, regulations, policies, and procedures, using appropriate judgment to meet customer needs.
- Performs a wide range of highly complex, responsible and confidential paraprofessional administrative and office support duties in support of the Police Department; reviews the work of others as assigned; proofreads documents; performs specialized clerical duties as required.
- Assists with the maintenance of a variety of contracts to ensure compliance with deadlines and conditions.
- Prepares, reviews, and edits a variety of documents including charts, graphs, reports, legal forms, and financial documents to ensure documents are accurate, complete, and adhere to legal guidelines.
- Compiles data and prepares reports and summaries for the Department, City Council, outside agencies, other departments, and other agencies as required.
- Creates documents arranging information in readable format or according to specification using computer software, in order to prepare forms, documents, charts, legal forms, pamphlets, brochures, newsletters, and proposals.
- Processes invoices, enters requisitions and purchase orders, and reviews and processes financial and other documents.

- Develops and maintains computer database or spread sheet applications in order to store data and compile statistics.
- Coordinates and assists with scheduling events, presentations and meetings.
- Verifies and makes adjustment to accounts for accurate processing.
- Orders office equipment/supplies as needed and tracks and maintains inventory.
- Opens and distributes mail from U.S. postal or interoffice mail system.
- Assists with the departmental accreditation processes.
- Assists with scheduling training, maintaining training records, and ensuring compliance with legal requirements.
- Receives and coordinates the collection of documents for Police Department Public Records Act requests.
- Assists with collecting police personnel timesheets, entering budget data, and preparing related reports.
- Assists with scheduling facility maintenance as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Basic principles of supervision and training
- City organization and functions; City and Departmental policies, procedures, rules, laws, regulations, and guidelines
- Business letter writing and basic report preparation
- Business arithmetic and basic statistical techniques
- Records management principles and practices as it relates to law enforcement
- Public sector budget principles
- Modern office practices, methods, and computer equipment
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for providing a high level of customer service and dealing effectively with the public, vendors, contractors and City staff, in person and over the telephone

Ability to:

- Coordinate division activities with other City departments and agencies as required
- Analyze complex problems, evaluating alternatives, and making sound recommendations related to assigned activities
- Establish and maintain effective working relationships with those contacted in the course of the work
- Plan, organize, and review work as assigned
- Use computer technology and applications in the performance of daily activities
- Research, interpret, and explain City and Departmental policies, procedures, rules, regulations, and guidelines.
- Prepare and present clear, concise and logical written and oral reports
- Utilize discretion in the handling and disclosure of confidential information
- Organize and set priorities for a variety of projects and tasks in an effective and efficient

- manner to ensure deadlines are met
- Prepare clear and concise program documentation, user procedures, reports of work performed, and other written materials
- Exercise sound independent judgment within established guidelines
- Establish and maintain effective working relationships with those contacted in the course of the work
- Complete work accurately and thoroughly under tight deadlines
- Maintain accurate and effective filing systems and records
- Maintain confidentiality of all records and information
- Meet the physical requirements necessary to safely and effectively perform the assigned duties

Minimum Qualifications:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of the 12th grade, and three (3) years of progressively responsible administrative work experience in a law enforcement or criminal justice setting involving exposure to the public and interpretation of laws, rules, and procedures.
- An Associate of Arts degree with major coursework in criminal justice, business, public or office
 administration, or a related field may be substituted for one (1) year of the required
 experience, and a Bachelor's degree from an accredited college or university in criminal justice,
 business administration, public administration, or a related field may substitute for two (2)
 years of the required experience.

GENERAL QUALIFICATIONS

License Requirements:

A valid California Class C driver license or higher with a satisfactory driving record is required at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Physical Requirements:

The incumbent appointed to this class must be physically able to perform the duties of this position, including the mobility to work in a standard office setting and use standard office equipment, including a computer; the ability to operate a motor vehicle and to visit various City sites and attend off-site meetings; vision to read printed materials and a computer screen; hearing and speech to communicate in person, before groups and over the telephone; finger dexterity to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment; ability to bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information; occasionally lift and carry computer and other equipment, reports and records that typically weigh less than 10 pounds; may move heavy and/or awkward objects to gain access to computer networks.

Working Conditions:

Incumbents work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances, and may interact with upset staff and/or public representatives in interpreting and enforcing departmental policies and procedures. Employees may be required to work on evenings, weekends and holidays, and participates in afterhours on-call assignments.

FLSA: NE

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents may be required to follow any other instructions and to perform any other related duties as may be required by their supervisor.

SEPTEMBER 2016 CITY OF ROCKLIN

EXECUTIVE ASSISTANT TO THE POLICE CHIEF

Salary Range: 20 (Confidential Salary Schedule)

DEFINITION

Under general direction, performs a variety of responsible, complex, and highly confidential administrative, technical, and secretarial support duties primarily for the Police Chief; exercises initiative, judgment, and tact in responding to and dealing with other law enforcement agencies, members of the community, and public officials; exercises functional and technical supervision over clerical and administrative staff; leads the department Social Media Team; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is a journey level non-sworn classification in the Police Department and is expected to work independently with minimal supervision. The incumbent is responsible for performing a variety of highly confidential duties in support of the Police Chief.

SUPERVISION EXERCISED AND RECEIVED

The incumbent reports to the Police Chief, and may exercise technical and functional supervision over assigned staff.

EXAMPLES OF DUTIES, KNOWLEDGE, AND ABILITIES

Duties may include, but are not limited to the following:

- Performs a variety of complex and confidential administrative, technical, and secretarial support functions for the Police Chief and staff.
- Independently exercises good judgement and consistently demonstrates a thorough knowledge of departmental operations, policies, and procedures.
- Maintains multiple department calendars; coordinates multiple schedules; makes travel arrangements as required.
- Receives and screens visitors, telephone calls, emails and regular mail; provides information
 and resolves issues for City staff, other organizations, and the public, requiring the use of
 judgment and the interpretation of laws, policies, rules and procedures.
- Performs administrative support duties pertaining to Internal Affairs Investigations; ensures compliance with Memorandum of Understandings and the Peace Officers' Bill of Rights.
- Performs administrative support duties pertaining to Skelly Hearing procedures, document preparation, and timeline management.
- Processes and tracks personnel action forms and evaluations.
- Facilitates Council Agenda item preparation for City Council meetings.
- Manages the implementation and distribution of Policy and Procedure Manual updates.
- Manages the implementation and distribution of Department Directives of the Police Chief.
- Manages the implementation and distribution of Personnel Orders of the Police Chief.
- Assists in highly complex and detailed coordination of Department Accreditation processes and requirements.

- Receives, opens, timestamps, and sorts mail; responsible for disseminating all time-sensitive documents received by and sent from the Office of the Chief and police administration, including the Professional Standards Unit.
- Provides a variety of support to City commissions, committees, and/or task forces; prepares
 and distributes agenda packets, attends meetings and prepares minutes, and follows up on
 decisions as required.
- Organizes and maintains various administrative, confidential, reference, and follow up files and records for the Police Chief, including confidential background, training and personnel files.
- Prepares detailed and often confidential correspondence, reports, forms, invitations, graphic materials, and specialized documents from drafts, notes, brief instructions, corrected copy, or dictated tapes; proofreads materials for accuracy, completeness, compliance with departmental policies, format, and English usage, including grammar, punctuation and spelling.
- Coordinates and plans events such as open house, chamber of commerce events, memorial functions, Honors and Awards ceremonies, large meetings, in-house training and other department functions/events.
- Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones; may operate other department specific equipment.
- Directs, coordinates and reviews the work of office support staff assigned to Administration on a project or day-to-day basis; trains staff in work procedures; oversees work product of support staff.
- Social Media Team Leader coordinates monthly planning meetings and gives assignments to other team members for coordination of monthly themes to support the Mission, Vision and Values of the Police Department.
- When directed, requires after hours and weekend monitoring of various social media platforms and sites to provide responses and information to citizens in cases of emergency and safety precaution notifications.
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Basic principles of supervision and training
- Organization and function of public agencies, including the role of City Council, the Police Chief, and appointed boards and commissions
- Applicable City and Departmental codes, policies, procedures, rules, regulations, laws, and guidelines
- Contemporary office and administrative processes, procedures and systems
- Business letter writing and basic report preparation
- Business arithmetic and basic statistical techniques
- Records management principles and practices
- Modern office practices, methods, and computer equipment

- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for providing a high level of customer service and dealing effectively with the public, vendors, contractors and City staff, in person and over the telephone

Ability to:

- Plan, organize, schedule, assign, review, and provide input into the evaluation of the work of the staff
- Identify and implement an effective course of action to complete assigned work
- Inspect the work of others and maintain established quality control standards
- Train others in proper work procedures
- Provide varied, confidential and responsible secretarial and office administrative work requiring the use of independent judgment, tact, and discretion
- Understand the organization and operation of the City, the Police Department, and of outside agencies as necessary to assume assigned responsibilities
- Respond to and effectively prioritize multiple phone calls, walk-up traffic, and other requests/interruptions.
- Interpret, analyze, and apply federal, state and local laws, rules and regulations related to areas of assignment
- Interpret and implement policies, procedures, technical processes and computer applications related to area of assignment
- Analyze and resolve office administrative and procedural concerns and make process improvement changes to streamline procedures
- Perform basic research and prepare reports and recommendations to the Chief of Police, administrative, and management staff
- Compose correspondence and reports independently or from brief instructions
- Establish and maintain a complex and extensive records management system for the department
- Follow and adhere to department policies, procedures, rules, directives and guidelines
- Take a proactive approach to customer service issues in a professional manner
- Make accurate arithmetic calculations
- Organize own work, coordinate projects, set priorities, meet critical deadlines and follow up on assignments with minimum direction
- Operate modern office equipment including computer equipment and software programs
- Use English effectively to communicate in person, over the telephone and in writing
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations
- Establish and maintain effective working relationships with those contacted in the course of work
- Monitor all social media platforms to provide information to citizens of ongoing events, incidents or active searches
- Maintain confidentiality of all records and information
- Meet the physical requirements necessary to safely and effectively perform the assigned duties

Minimum Qualifications:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to completion of the twelfth (12th) grade supplemented by a minimum of 15 units of technical or college-level courses in business, office management or a related field, and three (3) years of responsible secretarial experience involving assisting executive management or a high-level official with administrative duties such as typing, filing, calendar coordination, public relations, and project coordination tasks.

GENERAL QUALIFICATIONS

License Requirements:

A valid California Class C driver license or higher with a satisfactory driving record is required at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Physical Requirements:

The incumbent appointed to this class must be physically able to perform the duties of this position, including the mobility to work in a standard office setting and use standard office equipment, including a computer; the ability to operate a motor vehicle and to visit various City sites and attend off-site meetings; vision to read printed materials and a computer screen; hearing and speech to communicate in person, before groups and over the telephone; finger dexterity to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment; ability to bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information; occasionally lift and carry computer and other equipment, reports and records that typically weigh less than 10 pounds; may move heavy and/or awkward objects to gain access to computer networks.

Working Conditions:

Incumbents work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances, and may interact with upset staff and/or public representatives in interpreting and enforcing departmental policies and procedures. Employees may be required to work on evenings, weekends and holidays, and participates in afterhours on-call assignments.

FLSA: NE

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents may be required to follow any other instructions and to perform any other related duties as may be required by their supervisor.

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
AMENDING THE CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE
FOR FISCAL YEAR 2016-2017

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

<u>Section 1</u>. Exhibit C of Resolution 2016-160, Confidential Salary Schedule, is hereby amended to add the Senior Police Technician classification to Salary Range 20. Salary Range 20 progresses from Step 1 at \$54,165 to Step 6 at \$69,130.

Section 2. Exhibit C of Resolution 2016-160, Confidential Salary Schedule, is hereby amended to add the Executive Assistant to the Police Chief classification to Salary Range 20, and remove the Administrative Assistant to the Police Chief classification from Salary Range 18. Salary Range 20 progresses from Step 1 at \$54,165 to Step 6 at \$69,130.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

Barbara Ivan	usich, City Clerk		
ATTEST:		Gregory A. Janda, Mayor	
ABSTAIN:	Councilmembers:		
ABSENT:	Councilmembers:		
NOES:	Councilmembers:		
AYES:	Councilmembers:		

CITY OF ROCKLIN CONFIDENTIAL SALARY SCHEDULE (Annual Salary) Effective September 17, 2016

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary	11	43,386	45,555	47,833	50,225	52,736	55,373
Departmental Administrative Specialist Human Resources Technician I	17	50,297	52,812	55,453	58,226	61,137	64,194
Departmental Administrative Specialist	Y-Rated						65,824
Executive Assistant to the Police Chief Human Resources Technician II Senior Police Technician	20	54,165	56,873	59,717	62,703	65,838	69,130
Payroll Administrator Senior Human Resources Technician	24	59,788	62,777	65,916	69,212	72,673	76,307
Deputy City Clerk	28	65,995	69,295	72,760	76,398	80,218	84,229
Fire Prevention Officer	29	67,645	71,027	74,578	78,307	82,222	86,333

Date: September 13, 2016





City Council Report

Subject: Notice of Completion-Parklands South Subdivision (SD-2013-03)

Submitted by: Marc Mondell, Director

Dave Palmer, City Engineer-Presenter

Department: Economic & Community Development

Staff Recommendation: It is recommended that the City Council of the City of Rocklin approve
resolutions accepting the Public Work known as Parklands South and Parklands South
Landscaping, Approving Notices of Completion Thereof, and Authorizing and Directing the
Execution and Recordation of Said Notices on behalf of the City (Taylor Morrison of California,
LLC.)

BACKGROUND: On September 8, 2015, the City Council approved the Final Map for Parklands South (Reso. No. 2015-243) and authorized the execution of a Subdivision Improvement Agreement and Subdivision Landscape Agreement. These agreements required the developer, Taylor Morrison of California, to construct certain roadway and landscaping improvements. The agreements allow the filing of notices of completion once all improvement requirements have been met.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- This project is located on the southerly side of Del Rio Court. West of Del Mar Avenue.
- The project consists of 66 residential parcels and 7 lettered lots.
- The developer for the project has completed all the necessary improvements, including landscaping, as set forth in the subdivision improvement agreement and subdivision landscape agreement.

Conclusions:

 In order to accept these improvements and release the developer from its obligations, notices of completion are required.

Recommendations:

• It is recommended that the City Council of the City of Rocklin approve and authorize the recordation of the notices of completion.

Fiscal Impact: Landscape Lots F and G have been dedicated to the City and will be maintained by the City through L & L No. 2. The streets within the gated subdivision are private and will be maintained by the Homeowners Association.

Ricky A. Horst, City Manager Reviewed for Content

72. A. Abus

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

Deelma Villich

RESOLUTION NO. 2016-



RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN
AS PARKLANDS SOUTH (SD 2013-03),
APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND
DIRECTING THE EXECUTION AND RECORDATION OF
SAID NOTICE ON BEHALF OF THE CITY
(TAYLOR MORRISON OF CALIFORNIA,LLC.)

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

Section 1. The attached Notice of Completion relative to that public work known as Parklands South (SD 2013-03) is hereby approved and the public work accepted.

<u>Section 2</u>. The City Engineer is authorized and directed to execute said Notice on behalf of the City of Rocklin.

<u>Section 3</u>. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized and within ten (10) days of Council approval.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:	
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	
ATTEST:		Gregory A. Janda, Mayor
Barbara Ivanus	sich, City Clerk	

d:\legal\engineering\public works\notice completion (rev. 031908)

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677

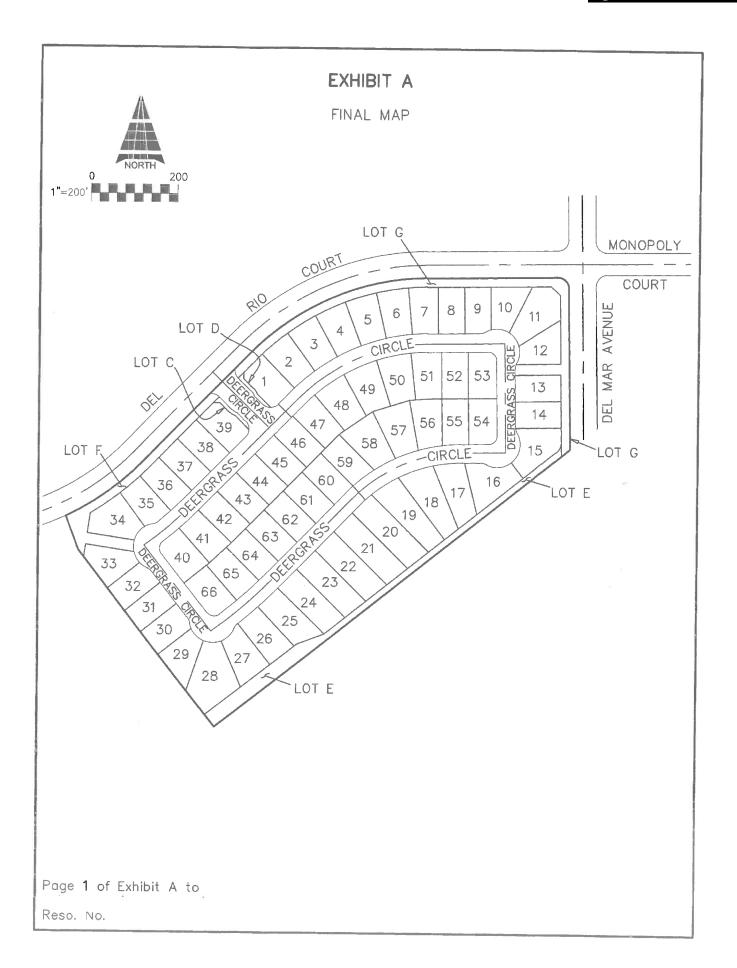
NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Parklands South is complete. The location of said project is indicated on the attached map, marked as Exhibit A. The Developer and Owner on said project was Taylor Morrison of California, LLC, a California Limited Liability Company. The surety on said project was Liberty Mutual Insurance Co. The date of completion was July 15, 2016.

I, Dave Palmer, being first duly sworn, depose and say: I am the City Engineer of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

	City of Rocklin
ATTEST:	
	City Engineer - City of Rocklin — Owner of the Publi Work Improvements Within the Street Right-of-Way
Barbara Ivanusich, City Cle	_
I declare under penalty of a listrue and correct.	erjury under the laws of the State of California that the foregoing
Date:	Signature:
Rocklin, California	

Page 1 of Attachment 1 to Reso. No. 2016-



RESOLUTION NO. 2016-



RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN
AS PARKLANDS SOUTH LANDSCAPING (SD 2013-03),
APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND
DIRECTING THE EXECUTION AND RECORDATION OF
SAID NOTICE ON BEHALF OF THE CITY
(TAYLOR MORRISON OF CALIFORNIA,LLC.)

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

<u>Section 1</u>. The attached Notice of Completion relative to that public work known as Parklands South Landscaping (SD 2013-03) is hereby approved and the public work accepted.

<u>Section 2</u>. The City Engineer is authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 3. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized and within ten (10) days of Council approval.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:			
NOES:	Councilmembers:			
ABSENT:	Councilmembers:			
ABSTAIN:	Councilmembers:			
ATTEST:		Gregory A. Ja	anda, Mayor	
Barbara Ivanu	sich, City Clerk			

d:\legal\engineering\public works\notice completion (rev. 031908)

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677

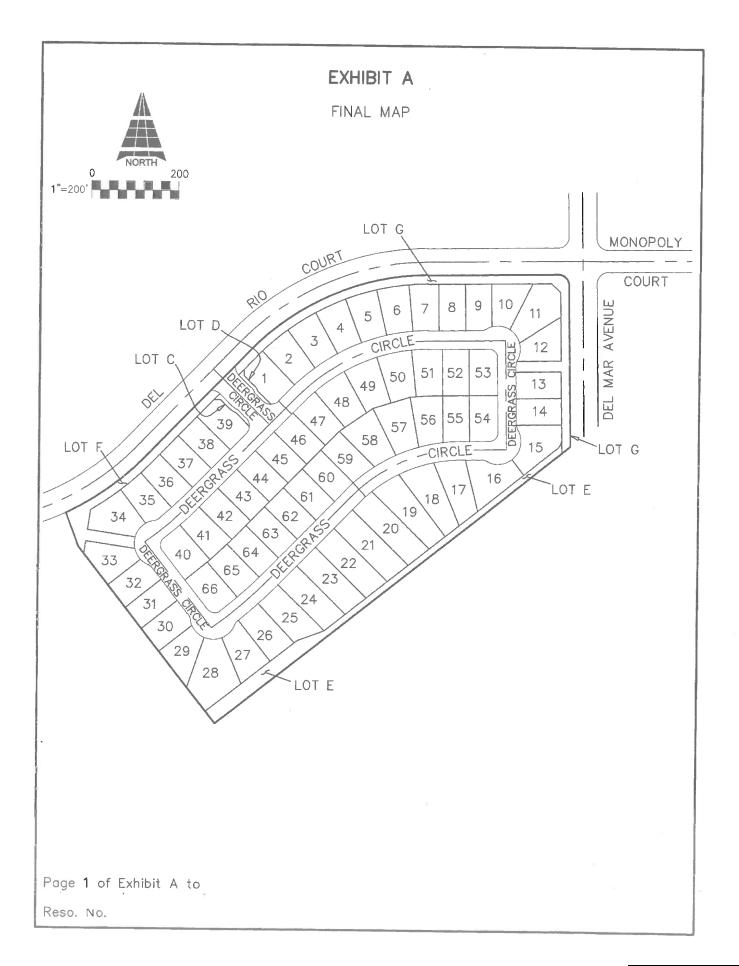
NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Parklands South Landscaping is complete. The location of said project is indicated on the attached map, marked as Exhibit A. The Developer and Owner on said project was Taylor Morrison of California, LLC, a California Limited Liability Company. The surety on said project was Liberty Mutual Insurance Co. The date of completion was July 15, 2016.

I, Dave Palmer, being first duly sworn, depose and say: I am the City Engineer of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

	City of Rocklin
ATTEST:	City Engineer - City of Rocklin — Owner of the Public Work Improvements Within the Street Right-of-Way
Barbara Ivanusich, City Clerk	
I declare under penalty of p is true and correct.	erjury under the laws of the State of California that the foregoing
Date:	Signature:
Rocklin, California	

Page 1 of Attachment 1 to Reso. No. 2016-







City Council Report

Subject: Final Map Whitney Ranch Phase II-D Units 52BC, 55AB & 56 (SD-2006-07)

Submitted by: Marc Mondell, Director

Dave Palmer, City Engineer-Presenter

Date: September 13, 2016

Department: Economic & Community Development

• Staff Recommendation: It is recommended that the City Council of the City of Rocklin approve the Final Map for Whitney Ranch Phase II-D Units 52BC, 55AB & 56 (SD-2006-07)

BACKGROUND: Whitney Ranch Phase II-D Units 52BC, 55AB & 56 was created with the Whitney Ranch Large Lot Subdivision Map as a portion of Lot C, recorded in Book Z of Maps, Page 94. This property is now being subdivided into residential lots per this final map.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

Location:

This project is located on the East side of the extension of West Oaks Blvd

South of Painted Pony Lane

Subdivider:

Sunset Ranchos Investors, LLC, A Delaware Limited Liability Company

No. of Parcels:

182 residential lots and 5 lettered lots

Conclusions:

 The map is technically correct. All conditions of approval have been met and all fees have been paid. The map is ready for approval.

Recommendations:

- It is recommended that the City Council of the City of Rocklin approve the Final Map of Whitney Ranch Phase II-D Units52BC, 55AB & 56 with the following agreements:
- 1) Subdivision Improvement Agreement

- 2) Subdivision Landscape Agreement
- 3) Grant of Open Space Easement (Hillside and Bluff Protection)

Fiscal Impact: The streets, Landscape and Open Space lots will be dedicated in fee to the City and maintained by the City. Maintenance costs for the Landscape and Open Space lots will be funded through L &L No.2 and CFD No. 5 respectively.

Ricky A. Horst, City Manager Reviewed for Content

R. A. H.S

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

Oceanna Gillich

RESOLUTION NO. 2016-



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE FINAL MAP OF WHITNEY RANCH PHASE II-D UNITS 52BC, 55AB & 56 AND APPROVING AND AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT

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

- <u>Section 1</u>. The City Council of the City of Rocklin hereby finds as follows:
- A. That a tentative subdivision map for a subdivision known as Whitney Ranch Phase II-D Units 52BC, 55AB & 56 (SD-2006-07) (the "Subdivision") and submitted by Sunset Ranchos Investors, LLC (the "Subdivider") was approved subject to certain conditions;
- B. That the Subdivider has fully satisfied all said conditions, except for certain subdivision improvements, if any, that have not been completed and accepted, and as to those improvements Subdivider has executed and provided security for a subdivision improvement agreement obligating Subdivider to complete the improvements within a specified period of time. Subdivider now desires to record a final map for the Subdivision;
- C. That the City Engineer has reviewed the final map for the Subdivision and has determined that it substantially conforms to the approved tentative map and all conditions and requirements of that approval, and now recommends approval of the final map.
- Section 2. The City Council hereby approves the final map for the Subdivision and accepts on behalf of the public the dedication of the streets and easements shown and offered on the final map for the Subdivision, subject to improvement of said streets and easements and acceptance thereof by the City. The City Council hereby further accepts on behalf of the public the dedication of the following:

Lots A for Open Space purposes Lots B, C, D & E for Landscaping

	Section 3.	The	subdivision	improvement	agreement	attached	hereto	as
Exhibit	A and by this	refe	rence incorp	orated herein	is hereby ap	proved ar	nd the (City
Manag	ger is authorize	d and	directed to	execute the agr	eement on b	ehalf of th	e City.	

Section 4. The City Clerk is hereby authorized and directed to record the final map for the Subdivision, and all related documents referred to in this Resolution, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:			
NOES:	Councilmembers:			
ABSENT:	Councilmembers:			
ABSTAIN:	Councilmembers:			
		Gregory A. Janda, Mayor		
ATTEST:				
Parhara lyani	usich, City Clerk			
Dai Dai a IValii	usicii, City Clerk			
d:\legal\engineering\subdivision improvement\subdivis imprv agr				

Page 2 of Reso. No.

071813

Recording Requested by and Return to:

City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677

Subdivision Na	ame: Whitney Ranch Ph	nase II-D Units 52BC, 55AB & 56	
Subdivision No	o.: <u>2006-07</u>		
Recorded at:	Book	of Maps, at Page	
	, Pla	cer County Recorder	
Principal:	Sunset Ranchos Inves	tors, LLC	
Effective Date	e		

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and Sunset Ranchos Investors, LLC, hereinafter called "Principal," on the 13th day of September, 2016.

RECITALS

- 1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Ranch Phase II-D Units 52BC, 55AB & 56 ("the subdivision").
- 2. Principal wishes to have filed for record a final subdivision map, ("the map"), in substantial conformity with the approved tentative map. A copy of this map is attached hereto as Exhibit A and by this reference incorporated herein.
 - 3. City has approved the map, subject to the execution of this Agreement.
- 4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.
- 5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 $\underline{\text{et}}$ $\underline{\text{seq}}$.) and Title 16 of the Rocklin Municipal Code ("Title 16").

Page 1 of Exhibit A to Reso. No.

AGREEMENT

- 6. <u>Acceptance of Rights of Way</u>. City hereby accepts on behalf of the public all lands, rights of way, and easements offered for dedication on the map, in accordance with the conditions hereinafter set forth.
- 7. <u>Improvements</u>. Principal agrees to complete all the works of improvement ("the improvements") required for the subdivision as shown on the final improvement plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the improvements. Such work will be completed within eighteen (18) months of the date of this Agreement.
- 8. <u>Acceptance of Improvements upon Completion</u>. Upon satisfactory completion of the improvements in accordance with the approved improvement plans, the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the improvements and any off-site easements accepted by City, subject to the provisions of Paragraph 10 hereof.
- 9. <u>Notice Regarding Construction</u>. Principal shall notify the City Engineer 48 hours prior to commencement of construction of the improvements.
- 10. <u>Warranty</u>. Principal agrees to remedy any defects in the improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.
- Indemnity and Hold Harmless. Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.
- 12. <u>Delay</u>. If the construction of the improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

- 13. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. 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. Such security shall be in the following amounts for the following purposes:
- (a) **Performance:** The amount of one million, one hundred and thirty-one thousand, one hundred and twenty-nine dollars (\$1,131,129), which is equal to 45% of the estimated cost of the improvements, securing performance of this Agreement.
- (b) Payment of Labor and Materials: The amount of one million, one hundred and thirty-one thousand, one hundred and twenty-nine dollars (\$1,131,129), which is equal to 45% of the estimated cost of the improvements, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.
- (c) **Warranty:** The amount of five hundred and two thousand, seven hundred and twenty-four dollars (\$502,724), which is equal to 20% of the estimated cost of the improvements, to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.
- (d) **Survey Monumentation:** One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of twenty thousand dollars (\$20,000).
- 14. <u>Irrevocability of Security</u>. The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or his delegate.
- 15. <u>Actions</u>. At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 13, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

Page 3 of Exhibit A to Reso. No.

- 16. Inspection; Release of Security For Faithful Performance. Principal may, from time to time, request the City Engineer to inspect the improvements as they progress. The City Engineer may, at his option, if he finds the work to be in accordance with the Standard Specifications, accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 13(a); provided, however, that in no event shall he authorize the release of more than eighty (80%) of the improvement security until all the work has been completed and accepted.
- 17. Release of Remaining Security For Faithful Performance: Warranty. At the conclusion of the construction of the improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 13(a) upon the furnishing of the warranty security as required by Paragraph 13(c).
- 18. Release of Security Where Other Agency Approval Required. Notwithstanding paragraphs 16 and 17, where any portion of the improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.
- 19. Release of Labor and Materials Security. Ninety (90) days after a notice of completion is filed with respect to the improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 13(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

20. Insurance.

A. Principal shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Principal, its agents, representatives, employees, or subcontractors. All coverage available to the Principal as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Principal shall provide to City the full policy limits of Principal's insurance, with coverage at least as broad as, and limits no less than, the following:

Page 4 of Exhibit A to Reso. No.

- 1. <u>General Liability</u>. Principal shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)
- 2. Worker's Compensation and Employer's Liability Insurance. Principal shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Principal may have for worker's compensation. Principal shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.
- 3. <u>Automobile</u>. Principal shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
- 1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Principal, and with respect to liability arising out of work or operations performed by or on behalf of the Principal including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.
- 2. For any claims related to work or operations performed by or on behalf of Principal, the Principal's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Principal's insurance and shall not contribute with it.

- 3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
- C. The insurance company or companies providing Principal the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.
- D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Principal shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:
- 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City for review.
- F. If Principal, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Principal resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Principal, City may deduct from the sums due to Principal any premium costs advanced by City for the insurance.
- G. Principal shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.

Page 6 of Exhibit A to Reso. No.

All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Principal shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Principal shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Principal has a claims made form of insurance.

- I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:
- 1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Principal under this Agreement.
- 2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
- 21. <u>Monuments</u>. Principal agrees to install, on or before December 31, 2017, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefor shall be released.
- 22. Failure of Performance. In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Principal.

Page 7 of Exhibit A to Reso. No.

23. Attorney's Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

- 24. <u>Agreement Binding on Successors, Etc.</u> This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.
- 25. <u>Subdivision Map Act Controlling.</u> To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.
- 26. <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

27.	Other Provisions:	

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

	CITY OF ROCK	KLIN
	Ву:	Ricky A. Horst, City Manager
	PRINCIPAL	(See next page for signatures)
	Ву:	
APPROVED AS TO FORM:		
DeeAnne Gillick, Interim Cit	y Attorney	
ATTEST:		
Barbara Ivanusich, City Cler	<u> </u>	

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

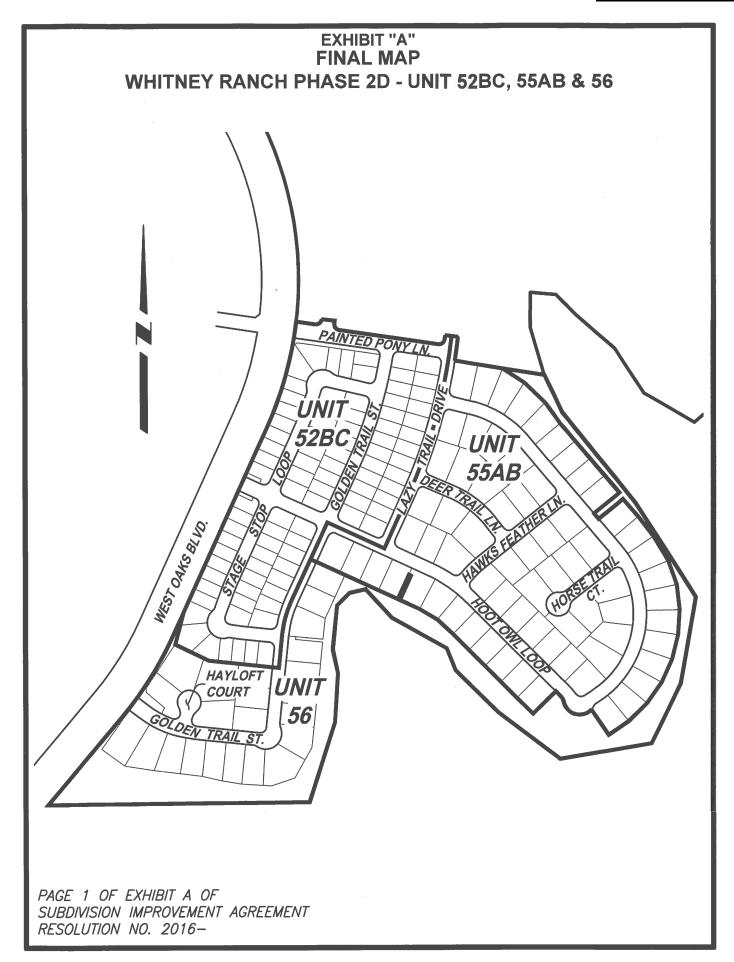
State of California) County of Placer)
On this day of, 20, before me
(Notary Name and Title)
personally appeared who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.
My Commission Expires:
Notary Public in and for said county and state
(SEAL)

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

	California)
Cou	of Placer)
On	nis, day of, 20, before m
	(Notary Name and Title)
pers	ly appeared
	wh
sign	d the same in his/her/their authorized capacity(ies), and that by his/her/the e(s) on the instrument the person(s), or the entity upon behalf of which the pacted, executed the instrument.
	under penalty of perjury under the laws of the State of California that th g paragraph is true and correct.
Му	mission Expires:
Nota	blic in and for said county and state
(SFA	

EXHIBIT A

FINAL MAP





RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION LANDSCAPING AGREEMENT
(Whitney Ranch Phase II-D Units 52BC, 55AB & 56 / SD-2006-07)

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

- <u>Section 1</u>. The City Council of the City of Rocklin hereby finds as follows:
- A. That a final subdivision map for a subdivision known as Whitney Ranch Phase II-D Units 52BC, 55AB & 56 (SD-2006-07) (the "Subdivision") has been submitted by Sunset Ranchos Investors, LLC (the "Subdivider") for approval;
- B. That certain subdivision landscaping improvements which were made conditions of the tentative subdivision map have not been completed and accepted, and Subdivider has executed and provided security for a subdivision landscaping agreement obligating Subdivider to complete the landscaping improvements within a specified period of time. Subdivider requests the City Council to accept the subdivision landscaping agreement in satisfaction of the tentative map condition.
- Section 2. The subdivision landscaping agreement attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and accepted as satisfaction of the tentative map subdivision landscaping improvement conditions, and the City Manager is authorized and directed to execute the agreement on behalf of the City.
- <u>Section 3</u>. The City Clerk is directed to record the subdivision landscaping agreement when fully executed and notarized in the office of the Placer County Recorder.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES: Councilmembers: Councilmembers: ABSENT: Councilmembers: Councilmembers: Councilmembers: Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

d:/legal/engineering/subdivision improvement/subdivis landscape agr 071813

Recording Requested by and Return to:

City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677

Subdivision Na	ame: <u> </u>	<u>Vhitney Rar</u>	nch Phase II-D Units 52BC, 55AB & 56	
Subdivision No	o.:	2006-07		
Recorded at:	Book		of Maps, at Page	
			, Placer County Recorder	
Principal:	Suns	et Ranchos	Investors, LLC	
Effective Date	:			

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and Sunset Ranchos Investors, LLC, hereinafter called "Principal," on the 13th day of September, 2016.

RECITALS

- 1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Ranch Phase II-D Units 52BC, 55AB & 56 ("the subdivision").
- 2. Principal wishes to have filed for record a final subdivision map, ("the map"), in substantial conformity with the approved tentative map. A copy of this map is attached hereto as Exhibit A and by this reference incorporated herein.
 - 3. City has approved the map, subject to the execution of this Agreement.
- 4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.
- 5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

Page 1 of Exhibit A to Reso. No.

AGREEMENT

- 6. <u>Improvements.</u> Principal agrees to complete all the works of landscaping improvement ("the improvements") required for the subdivision as shown on the final landscaping plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the improvements. Such work will be completed within (12) twelve months of the date of this Agreement.
- 7. Acceptance of Improvements upon Completion. Upon satisfactory completion of the improvements in accordance with the approved landscaping plans, the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the improvements and any off-site easements accepted by City, subject to the provisions of Paragraph 9 hereof.
- 8. **Notice Regarding Construction.** Principal shall notify the City Engineer 48 hours prior to commencement of construction of the improvements.
- 9. <u>Warranty</u>. Principal agrees to remedy any defects in the improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.
- 10. <u>Indemnity and Hold Harmless</u>. Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.
- 11. <u>Delay</u>. If the construction of the improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.
- 12. <u>Security</u>. Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. 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

Page 2 of Exhibit A to Reso. No.

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. Such security shall be in the following amounts for the following purposes:

- (a) **Performance:** The amount of ninety-four thousand dollars (\$94,000), which is equal to 100% of the estimated cost of the improvements, securing performance of this Agreement.
- (b) **Payment of Labor and Materials:** The amount of ninety-four thousand dollars (\$94,000), which is equal to 100% of the estimated cost of the improvements, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.
- (c) **Warranty:** The amount of eighteen thousand, eight hundred dollars (\$18,800), which is equal to 20% of the estimated cost of the improvements, to guarantee and warrant the improvements for a period set forth in Section 9 following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.
- 13. <u>Irrevocability of Security</u>. The improvement security furnished pursuant to Paragraph 12 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 9), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or his delegate.
- 14. <u>Actions</u>. At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 12, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.
- 15. <u>Inspection; Release of Security For Faithful Performance</u>. Principal may, from time to time, request the City Engineer to inspect the improvements as they progress. The City Engineer may, at his option, if he finds the work to be in accordance with the Standard Specifications, accept so much of that work as is completed, and authorize a release <u>protanto</u> of the security provided pursuant to Paragraph 12(a); provided, however, that in no event shall he authorize the release of more than eighty (80%) of the improvement security until all the work has been completed and accepted.

Page 3 of Exhibit A to Reso. No.

- 16. Release of Remaining Security For Faithful Performance: Warranty. At the conclusion of the construction of the improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 12(a) upon the furnishing of the warranty security as required by Paragraph 12(c).
- 17. Release of Security Where Other Agency Approval Required. Notwithstanding paragraphs 15 and 16, where any portion of the improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.
- 18. Release of Labor and Materials Security. Ninety (90) days after a notice of completion is filed with respect to the improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 12(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

19. **Insurance.**

- A. Principal shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Principal, its agents, representatives, employees, or subcontractors. All coverage available to the Principal as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Principal shall provide to City the full policy limits of Principal's insurance, with coverage at least as broad as, and limits no less than, the following:
- 1. <u>General Liability</u>. Principal shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

Page 4 of Exhibit A to Reso. No.

- 2. Worker's Compensation and Employer's Liability Insurance. Principal shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Principal may have for worker's compensation. Principal shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.
- 3. <u>Automobile</u>. Principal shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
- 1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Principal, and with respect to liability arising out of work or operations performed by or on behalf of the Principal including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.
- 2. For any claims related to work or operations performed by or on behalf of Principal, the Principal's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Principal's insurance and shall not contribute with it.
- 3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
- C. The insurance company or companies providing Principal the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

Page 5 of Exhibit A to Reso. No.

- D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Principal shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:
- 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City for review.
- F. If Principal, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Principal resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Principal, City may deduct from the sums due to Principal any premium costs advanced by City for the insurance.
- G. Principal shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Principal shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by

Page 6 of Exhibit A to Reso. No.

the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

Principal shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Principal has a claims made form of insurance.

- I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:
- 1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Principal under this Agreement.
- 2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
- 20. <u>Failure of Performance</u>. In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Principal.
- 21. Attorney's Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Page 7 of Exhibit A to Reso. No.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

- 22. <u>Agreement Binding on Successors, Etc.</u> This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.
- 23. <u>Subdivision Map Act Controlling.</u> To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.
- 24. <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

25. Other Prov	isions:	
WHEREFORE, the p		ave executed this Agreement on the day and in
,	CITY OF ROC	KLIN
	Ву:	Ricky A. Horst, City Manager
	PRINCIPAL	(See next page for signatures)
		(Name of Principal)

Page 8 of Exhibit A to Reso. No.

	By:	
	(Signature)	
APPROVED AS TO FORM:		
DeeAnne Gillick Interim City Attorney		
ATTEST:		
Barbara Ivanusich City Clerk		

Page 9 of Exhibit A to Reso. No.

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

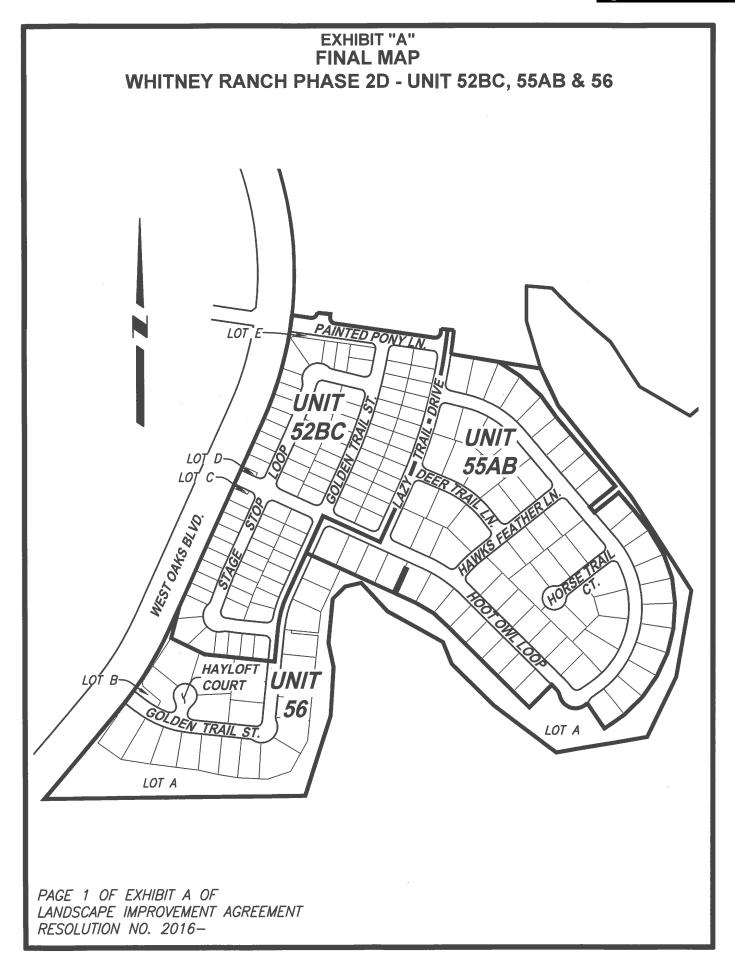
	e of California)				
Cour	nty of Placer)				
On	this day of				before me , notary public,
	(Notary Name ar	nd Title)			
pers	sonally appeared				
					who
signa	cuted the same in his/her/their ature(s) on the instrument the son(s) acted, executed the instru	person(s), or th			
	rtify under penalty of perjury going paragraph is true and corr		of the St	ate of Cal	lifornia that the
My (Commission Expires:	и			
Notai	ry Public in and for said county and sta	ate			
(SEA	A1)				

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

	e of California) nty of Placer)
On	this day of, 20, before me
	notary public,
	(Notary Name and Title)
pers	onally appeared
	who
sign	uted the same in his/her/their authorized capacity(ies), and that by his/her/their ature(s) on the instrument the person(s), or the entity upon behalf of which the on(s) acted, executed the instrument.
	tify under penalty of perjury under the laws of the State of California that the going paragraph is true and correct.
Му	Commission Expires:
Nota (SEA	ry Public in and for said county and state

EXHIBIT A

FINAL MAP



RESOLUTION NO.



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING GRANT OF OPEN SPACE EASEMENT (HILLSIDE AND BLUFF PROTECTION) (Whitney Ranch Phase II-D Units 52BC, 55AB & 56)

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

<u>Section 1.</u> The City Council of the City of Rocklin finds as follows:

- A. Approval of the tentative subdivision map for Whitney Ranch Phase II-D Units 52BC, 55AB & 56 (SD-2006-07) was conditioned on, among other things, dedication of open space easements over portions of the real property included in the tentative map, which real property is shown and described in Exhibit A attached hereto and by this reference incorporated herein;
- B. The subdivider wishes to file for record a final subdivision map for Whitney Ranch Phase II-D Units 52BC, 55AB & 56 and wishes to satisfy the above described condition by offering to grant to the City of Rocklin an open space easement with covenants in the form attached hereto as Exhibit A;
- C. Preservation of the land as open space is consistent with the Rocklin General Plan; and
- D. The preservation of land as open space is in the best interest of the City of Rocklin in that
 - 1. The land is essentially unimproved, and if retained in its natural state, it has scenic value to the public and is valuable as a watershed and wildlife preserve;
 - 2. The land, if retained as open space, will add to the amenities of living in the neighboring urbanized areas;
 - 3. The instrument conveying the open space conservation easement to the City of Rocklin contains appropriate covenants to ensure that the public interest will be served in these ways.
- <u>Section 2.</u> The City Council of the City of Rocklin accepts the grant of open space easement with covenants in the form attached as Exhibit A and by this reference incorporated herein.

<u>Section 3.</u> The City Clerk is directed to record the easement in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:	
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	
		Gregory A. Janda, Mayor
ATTEST:		
Barbara Ivanu	isich, City Clerk	<u> </u>
legal\planning\resol	utions\hillside	

Page 2 of Reso. No.

091009

Recording Requested by and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Exempt from Documentary Transfer Tax Per Rev & Tax Code §11922

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS (HILLSIDE AND BLUFF PROTECTION) (Whitney Ranch Phase II-D Units 52BC, 55AB & 56)

- 1. Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company, ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit I, attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.
- 2. Grantor and Grantee recognize that the Open Space Property has significant value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant topographic features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:
 - a. Place, erect, construct, or maintain any improvement on the Open Space Property, including but not limited to fencing.
 - b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention, erosion control, thinning or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement;

Page 1 of Exhibit A to Reso. No.

- c. Enter upon the surface to mine, extract or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property;
- d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080;
- e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth or similar preventive measures; and
- f. Permit any advertising of any kind to be located on any portion of the Open Space Property.
- 3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:
 - a. The right to maintain all existing landscaping and terrain in its present condition;
 - b. The right to exclude members of the public from trespassing upon the Open Space Property;
 - c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property in its natural state; and
 - d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the open space property and to restore and revegetate the open space property to its natural state to the Director's satisfaction.

- 4. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.
- 5. Grantee, its successors and assigns, is hereby granted the right, but not the obligation, to use the Open Space Property during the term of this easement consistent with the City's municipal purposes including approving structures which the Grantee finds within its discretion are consistent with the purpose of this Open Space Easement, including, but not limited to, approving landscaping, fencing, public service facilities, and recreational and trail uses.
- 6. Grantor hereby waives for himself, his successors and assigns, all reimbursement or compensation for any improvements located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, fire fighting, flood abatement and rodent and/or pest extermination.
- 7. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.
- 8. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographic features.
- 9. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.
- 10. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them, and shall run with the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

Page 3 of Exhibit A to Reso. No.

			rty shall be entitled to recover reasonable attorneys' fees, inc appeal, if any.	luding
DATE	ED:			
SUN			HOS INVESTORS, LLC, d liability company	
Ву:		ware l	imited liability company aber	
	Ву:	a Cal	utional Housing Partners III L.P., lifornia limited partnership Ianager	
		Ву:	IHP Capital Partners, a California corporation Its General Partner	
			By: Its:	
			By: Its:	

In any legal proceeding between the Grantor and Grantee to enforce any

of the rights or obligations of the parties herein or any of the terms contained herein

Page 4 of Exhibit A to Reso. No.

11.

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

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EXHIBIT I

Open Space Property Description

The land referred to herein below is situated in the City of Rocklin, County of Placer, State of California and is described as follows:

"Lot A" as shown on the m	ap entitled, "Final Map of Whitney Ranch Phase II-D Units
52BC, 55AB & 56", filed for	record in the Office of the County Recorder of Placer County
California, in Book	of Maps, at Page

Page 1 of Exhibit I to Grant of Open Space Easement Reso. No.





City Council Report

Subject: Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Omni-Means, Ltd. for Engineering Design Services for the Intersection and Roadway at New Fire 1 and Pacific Street.

Submitted by: Rick Forstall, Director

Date: September 13, 2016

Justin Nartker, Deputy Director - Presenter

Department: Public Services

Staff Recommendation: It is recommended that the City Council of the City of Rocklin approve a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Omni-Means, Ltd. for Engineering Design Services for the Intersection and Roadway at New Fire 1 and Pacific Street.

BACKGROUND:

On June 28, 2016, the City Council approved the FY 2016-2017 budget along with Resolution No. 2016-167 which approved the 2016-2020 Capital Investment Plan. Included in the plan was the "Intersection and Roadway at New Fire 1 and Pacific Street", installing turning movements and roadway at the New Fire 1 and Pacific Street into Quarry Park.

The construction and installation of turning movements will provide traffic flow along with an emergency fire signal and entrance into the new fire station, allow for utility stubs to be brought in for the future fire station, and the entrance may also be shared with any future Big Gun retail development. This speaks to the Strategic Plan 1.11 – Traffic Enhancement and Upgrades and Objective 1.12 – Quarry Park Development.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Staff sent out a Request for Proposal to five engineering firms and received two responses.
- One bid was received from Jacobs Engineering at \$209,636.00 and the second and lowest bid from Omni Means, Ltd. in the amount of \$132,167.50.
- Staff reviewed the Omni-Means, Ltd. proposal and made minor changes to the scope of work which reduced the total amount to \$132, 088.00.

- Staff has reviewed the bid for sufficiency and is recommending that Council approve and award the bid to Omni Means, Ltd.
- The resolution establishes the City manager's change order authority at 15%.
- The bid amount of \$132,088.00 plus a 15% contingency of \$19,813.00 brings the total to \$151,901.00.
- Upon approval the design services will commence with completion anticipated in early spring of 2017 and take approximately seven months.

Conclusion & Recommendation:

• Staff recommends that the City Council award the design services to Omni Means, Ltd. in the amount of \$132,088.00 plus a 15% contingency for an amount of \$151,091.00. City shall begin work upon receipt of all necessary contract documents.

Fiscal Impact:

• This Project is funded out of the SB325 fund (210) and is included in the Fiscal Year 16-17 budget.

Ricky A. Horst, City Manager

E. A. S.

Reviewed for Content

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

RESOLUTION NO. 2016-

RESOLUTION 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 Engineering Solutions/ Intersection and Roadway at
New Fire 1 and Pacific Street)

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

<u>Section 1</u>. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Professional Services Agreement, in the form attached hereto as Exhibit 1 and by this reference incorporated herein.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:	
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	
		Gregory A. Janda, Mayor
ATTEST:		
<u> </u>		
Barbara Ivan	usich, City Clerk	

I:\legal_forms\Administration-General\design professional agr\ 3/19/14

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT INTERSECTION AND ROADWAY AT NEW FIRE 1 AND PACIFIC STREET

THIS AGREEMENT is made at Rocklin, California, as of September 13, 2016, by and between the City of Rocklin, a municipal corporation ("City"), and Omni Means Engineering Solutions ("Consultant"), who agree as follows:

- 1. <u>Services</u>. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2. <u>Payment</u>. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to City.
- 3. Facilities, Equipment and Other Materials, and Obligations of City. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish Consultant only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
- 4. <u>General Provisions</u>. The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
- 5. <u>Exhibits</u>. All exhibits referred to herein are attached hereto and by this reference incorporated herein.

compliance with Exhibit C and to the	provi: within	Time is of the essence, and, subject to City's sions of paragraph 3 of Exhibit D, failure of the time limits set forth in Exhibit A shall
Executed as of the day first abo	ove sta	ated:
		CITY OF ROCKLIN A Municipal Corporation
В	By:	Ricky A. Horst City Manager
		CONSULTANT
. E	Ву:	
APPROVED AS TO FORM:		
DeeAnne Gillick City Attorney		
ATTEST:		
Barbara Ivanusich City Clerk		

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EXHIBIT A INTERSECTION AND ROADWAY AT NEW FIRE 1 AND PACIFIC STREET SCOPE OF SERVICES

Task 1 - Project Management and Coordination

1.1 - Project Management

Under this task, Consultant shall finalize the project scope based on City input on the defined key project issues identified in the field review/project initiation meeting conducted under Task 1.2. The general project management responsibilities include:

- Oversee all the project components listed in this Scope of Services
- Define and track key issues and goals throughout the entire project delivery
- Coordinate status meetings
- Coordinate with utilities
- Obtain appropriate document and plan approvals, authorizations and certifications
- Manage subconsultants
- Effectively manage budget
- Implement Quality Assurance/Quality Control Measures

1.2 - Progress Meetings

Consultant shall provide meeting coordination and oversight. Consultant has budgeted for four (4) meetings at the City Offices (appropriate subconsultants in attendance at up to two (2) meetings - and where possible by teleconference to save cost). Consultant shall prepare agendas and meeting minutes highlighting decisions made and action items. The following meetings have been identified:

- Project Initiation Meeting/Field Review: This meeting will establish the project team; review the scope of work and the project schedule, and clarify/establish design objectives. City Staff and Consultant will perform a project site walk at this meeting to identify design opportunities and challenges and discuss potential alternatives. Subconsultant, DP Engineering Transportation Design (DP Engineering) will attend this meeting as well.
- Concept Alternative Review/Selection Meeting: This meeting will be held after the submittal of the two concepts to review and select the preferred alternative.
- Sixty (60) % Design Review Meeting: This meeting will be held after the City's review of the 60% plans to address all comments and finalize the design.
- As-Needed Meeting.

1.3 - Project Documentation

Under this task, Consultant shall prepare and keep master project schedule, updated monthly, and prepare monthly progress reports and invoices at the end of each month of previous month's work. With each progress report consultant shall identify issues affecting the project schedule and discuss recommendations to address such issues.

Page 1 of Exhibit A to Professional Services Agreement Reso. No. 2016-

1.4 - Stakeholder Coordination

Consultant shall meet with City officials, Fire Department Officials/Staff, and design consultants for "New Fire 1" to gather information in order to meet current and future needs, including needs of the fire station, accommodation of Quarry Park and potential future connection to Quarry Park and/or Winding Lane. For budgeting purposes, six (6) meetings are assumed.

1.5 - Utility Coordination

Consultant shall coordinate with all utility companies in order to obtain all necessary approvals, permits and agreements per utility coordination procedures as laid out in the Caltrans Local Assistance Procedures Manual.

Consultant shall request the electrical service point/voltage for the new emergency traffic signal. If there are apparent utility conflicts with the proposed traffic signal improvements, DP Engineering will coordinate with the utility company and discuss our design options.

The Consultant's team will make every effort to design around the existing utilities, so that there are not any conflicts or necessary utility improvements, if possible.

The various tasks associated with sending out the Utility "A", "B", and "C" letters are detailed in the various tasks below.

Task 2 - Perform Potholing, Surveys and Mapping

This task and subtasks assume the preferred alternative will be located within the limits of the available 1-foot contour mapping and within the limits of the 2008 boundary survey. If the preferred alternative falls outside of these limits, a scope amendment may be required.

2.1 - Compile Existing Topographic Information

Under this task, Consultant shall compile and analyze the existing topographic and boundary information provided by the City. Based on this review, Consultant shall prepare a mapping plan and survey the project location as needed for preliminary engineering work.

Additionally, the design team will coordinate with the City to gather project information such as as-built plans, traffic studies, standards, specifications, and/or other required base map material will be obtained.

2.2 - Supplemental Topographic Field Surveys & ROW Mapping

Field topographic surveys will be conducted to obtain grades within the project limits, particularly at conform locations of proposed to existing improvements. The survey will be conducted 50 feet beyond the anticipated right of way lines.

Existing right of way maps, subdivision maps, deeds, and other survey records will be researched to establish the existing public right of way as well as the side lines of parcels adjacent to the project. Existing monuments will be documented and included in the base mapping. Any new monuments needed in order to acquire new right of way and establish new road right of way will be resolved and included in the proposed mapping.

As part of this work, Consultant shall compile property information such as assessor's parcel number, owner name and street addresses. Right of Way mapping, Plats and Legal Descriptions will be prepared under other tasks.

Page 2 of Exhibit A to Professional Services Agreement Reso. No. 2016-

2.3 - Existing Feature Mapping

All of the roadway, existing structures, fences, driveways, poles, roadway signs, streetlights, drainage features, utility facilities, etc. will be surveyed and provided in the subsequent base map. Staff will also survey the location of all trees to ensure that all the trees identified in the existing arborist report are still standing and no new trees are present.

Consultant shall prepare computer files to include field control points, topographic surveys, utility data, property surveys, and preparation of the Triangular Irregular Network (TIN) used for three-dimensional calculations, (i.e., earthwork, cross-sections, and profiles).

2.4 - Potholing & Testing

Potholing

Subconsultant, WRECO, will perform the potholing. WRECO will perform the following tasks:

- Mark out in white paint a minimum of 72 hours prior to the start of potholing work of the utility pothole locations and contact USA North 811.
- Provide limited traffic control that will consist of a land and shoulder closure per Caltrans Standard Plan Lane Closures.
- Pothole up to six (6) locations that will be indicated on a site plan provided by Omni Means prior to the USA mark out.
- The pothole locations will be backfilled with soil and where penetrated, the existing asphalt concrete will be patched with cold patch asphalt concrete patch. If hot mix asphalt is required, a change order will be required.

It is assumed the City's encroachment permit will be issued at no cost. After potholing is complete, Consultant shall survey the pothole locations and update the topographic mapping. The updated topographic mapping will be used to identify utility facilities on the utility sheets, roadway profiles, drainage profiles, and cross-sections.

Testing

For this task, WRECO will grab two small near surface (within upper 12 inches) soil samples and make one (1) composite sample which will taken to a soil laboratory for testing to determine which soil additives are required for the bioswale vegetation. The results of the laboratory testing and sample location will be presented in a memo format.

2.5 - Sample Plan Sheet

Consultant shall submit a sample plan sheet and legend showing the proposed drawing scale, symbols, line work, and lettering for all proposed improvements to the City of approval prior to project plan preparation.

2.6 - Adjacent Property Information

As part of Task 2.2, Consultant shall provide the pertinent property owner information, including the assessor's parcel number, owner name, and street addresses. This information shall be added to the base map and shown on appropriate plan sheets and exhibits.

2.7 - "A" Letters & Utility Mapping

Consultant shall prepare draft Utility Information Request Letters for all applicable utility companies within the project limits for City review and approval. Based on comments received by the City, Consultant shall finalize the letter and send it on behalf of the City along with base maps delineating the roadway

Page 3 of Exhibit A to Professional Services Agreement Reso. No. 2016improvements to all utility purveyors within the project area for identification and verification of utilities within the project limits.

Utilities will be mapped by using a combination of facilities identified on the topographic maps, by field investigation, by utility company as built plans and/or by the utility purveyor marking facilities on copies of the topographic maps, and by potholing.

It is assumed that the utility companies will provide the base mapping free of charge, however if there is a fee, it is assumed this will be bill directly to the City.

Task 3 - Preliminary Engineering Studies/Letter Report

3.1 - Alternative Development

Under this task, Consultant shall develop two alternatives based on the discussions with City staff at the Field Review Meeting, conducted under Task 1.2. One of the alternatives will include a preliminary design and cost estimate for a roundabout at the proposed intersection on Pacific Street. Consultant shall meet with City staff to discuss the two (2) alternatives and address any comments on the preliminary layouts. After this meeting, Consultant shall finalize the layouts and provide a summary of impacts to City for inclusions in their environmental analysis. Consultant shall provide preliminary geometric drawings atleast showing the following information:

- A. Horizontal & Vertical alignment
- B. Intersection geometrics
- C. Pedestrian & bike facilities
- D. Right of way
- E. Construction Details (Median, openings etc.)
- F. Dry & wet utility needs

A preliminary project cost will be developed as well.

3.2 - Tree Removal

Consultant shall utilize the existing arborist report and the supplemental topographic information to identify tree removal requirements of the two (2) alternatives.

3.3 - Permitting

Consultant shall identify any potential regulatory permitting requirements based on the impacts identified in Task 3.1. Consultant shall work with City environmental staff to verify/identify if any environmental permits are needed, such as, Section 401 and 404 (Clean Water Act) and Section 1602 (Streambed Alternation).

3.4 - Wet & Dry Utility Identification

It is assumed that the Civil Engineer hired to design the new fire station facility will design the wet and dry utilities for the site. Consultant shall coordinate with the fire station facility civil engineer to ensure the wet and dry utility connections for the facility are accommodated in the access road design. It is assumed the fire station will need the following wet and dry utilities: water, sewer, electric power, cable, and telephone. The nearest sewer facility, an eight-inch line, is located at the intersection of Farron Street and Pacific Street; it assumed the fire station will connect to this line. Consultant shall coordinate with the utility companies to ensure they are aware of the Fire Station Project and that all new connections are accommodated in the project plans.

The design of the wet and dry utilities is not included in this scope of work. Consultant can provide those services on a time and materials basis.

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3.5 - Technical Letter Report

Consultant shall prepare a letter report that will document and summarize the two developed alternatives and summarize findings of Tasks 3.1- 3.4. This memorandum will include engineering analysis supplemented by input from City Staff. The memorandum will cover the following at a minimum:

- Table of Contents
- Review and analysis of existing conditions
- Review and analysis of both conceptual designs
- Narrative of the proposed design
- Narrative of pedestrian and bicycle accommodations
- List of all design drawings anticipated to be completed in final design
- Construction Considerations narrative, including identify long lead time items for prepurchasing, construction phasing methodology/justification, staging area, access, etc.
- Identification of environmental document requirements for NEPA approval
- Identification of utilities to be potholed/relocated and new utility needs
- Identification of right of way and/or easements to be acquired
- Landscaping/Bioswale Design and aesthetic treatments
- Preliminary Geometric Exhibits
- Preliminary construction cost estimate
- Appendices and exhibits as appropriate

Task 4 - Final Design

4.1 - Roadway Design

4.1.1 - 30% Plans

Consultant shall prepare 30% roadway plans which shall include the layout (roadway centerline will be shown and stationed), profile, preliminary grading and drainage, and other information necessary to construct the roadway.

4.1.2 - Roadway Cross Sections & Earthwork Calculations

Consultant shall prepare roadway cross sections at minimum 20 foot intervals at the 60%, 90%, and final design level. At the 30% design level cross sections will be completed every 60 feet in order to complete preliminary earthwork estimations. These cross sections will be used to perform earthwork calculations at the 60%, 90%, and final design levels.

4.1.3 - Estimate

Consultant shall prepare an itemized opinion of probable construction costs at all design levels (30%, 60%, 90% and final) based upon the corresponding plan details. The unit will be based on the latest construction cost index and construction pricing made available by Caltrans and the City.

4.2 - Street Right of Way Mapping, Plats & Legal Descriptions

Consultant shall obtain Title Reports for up to two (2) parcels. Subsequent to approval of the right of way exhibit and final design of the improvements, and prior to acquisition of the required right of way, Consultant shall prepare plats and legal descriptions for the required right of way and easements for the project. For budget purposes, two (2) right of way plats and descriptions and two (2) public utility easement plats and descriptions are assumed.

Page 5 of Exhibit A to Professional Services Agreement Reso. No. 2016-

It is not known if a Record of Survey will be required for the project. If a material discrepancy is discovered and/or if existing monumentation could be disturbed as a result of planned improvements and/or new monuments set, the preparation and filing of a Record of Survey may be required pursuant to Section 8762 and/or Section 8771 of the Land Surveyors Act. This task allows for a contingency budget and assumes the preparation and filing of a Record of Survey with Placer County to address items that could be discovered during the field surveys. This task will only be performed upon prior written approval by the County.

4.3 - Street Lighting Design

Consultant shall prepare street lighting plans and details for all design levels (30%, 60%, 90% and final). Each design iteration will incorporate City comments received on the previous design review. All comments received will be addressed on the plans and/or in writing using a comment resolution table, which will be submitted at each design level.

Consultant and subconsultant DP Engineering will perform a lighting analysis of the proposed traffic signal luminaires, to verify that the Caltrans intersection lighting minimums are met.

The lighting will be designed in accordance to City decorative lighting standards to be provided by the City.

4.4 - Access Control/Traffic Circulation

Consultant and subconsultant DP Engineering Shall perform a truck turning analysis to make sure trucks can turn with the proposed striping layout and signal phasing. Limit lines will be placed to provide for safe truck turning. Pacific Street will be modified as needed to ensure that safe turning movements into and out of the facilities can be made. The turn lanes will be sized based on traffic data provided by the City.

4.5 - Finalize Design and Prepare Bid Documents

4.5.1 - Plan Preparation

60% Plans

Consultant shall prepare a complete set of construction drawings, which shall include, but not necessarily be limited to, the following:

Title Sheet (incl. utility contact information)	(1)
General Notes	(1)
Typical Cross Sections	(1)
Layout Sheets	(2)
Demolition Plan	(1)
Roadway Profiles	(2)
Construction Details	(2)
Contour Grading	(1)
Drainage Plan & Profile	(2)
Drainage Details	(1)
Pavement Delineation/Sign Plans	(1)
Traffic Handling/Stage Construction Plans	(1)
Planting & Irrigation Plans	(2)
Erosion Control Plan	(1)
Utility Plans	(2)

Page 6 of Exhibit A to Professional Services Agreement Reso. No. 2016Emergency Traffic Signal Plan & Detail (2)
Street Lighting Plan Sheet and Details (2)
(Est. 25 Sheets)

The plans will conform to the City sheet format and City standards. The plans will undergo a Peer/QC review prior to submittal to the City. It is assumed that a drainage report will not be required.

Consultant shall provide one (1) full sized and an electronic copy to the City for review along with the City's redline comments and a response to comment table from the 30% design review.

90% Plans

Consultant shall update the plans to a 90% design level and will incorporate comments received from the City on the 60% plans. Consultant shall provide one (1) full sized and an electronic copy of the plans, along with the City's redline comments and a response to comment table from the 60% design review.

Final Plans

Consultant shall incorporate comments received from the City on the 90% plans and prepare a set of final signed plans for the City's use in the bidding process. Consultant shall provide one (1) full sized and an electronic copy of the plans, along with the City's redline comments and a response to comment table from the 90% design review.

Detailed construction cost estimates for each design level will be prepared under Task 4.1.3.

4.5.2 - Specifications

Draft Special Provisions, including General and Technical Specifications will be prepared in accordance with the City standards. A draft version of the Bid Document will be prepared in accordance with City requirements. The Specifications and Bid Document will be prepared in Microsoft Word and provided to the City in electronic and printed format for review.

Omni-Means will provide one (1) hard and an electronic copy to the City for review along with the City's previous comments and a response to comment table from previous design reviews.

The Specifications will be submitted to the City for review at the 60%, 90% and Final design levels.

4.5.3 - Utility Conflict Maps and Relocation Letters

Consultant shall prepare draft utility conflict maps in conformance with the LAPM for use by the City and the utility companies in determining liability (cost share) of the utility relocations. One Conflict Map will be prepared for each utility involvement. Consultant shall also prepare drafts of the Utility Information Form (Utility "B" letters) for City review.

Consultant shall pick up all comments on the maps and letters and will send them to each utility along with the required Relocation Letter. The Relocation letter will follow Caltrans format.

Upon completion and receipt of the Liability Claim letter and Relocation Plan from the utilities, Consultant shall draft the utility agreements for those utilities requiring relocation or adjustments. Consultant shall also prepare the Notice to Owner letters and provide them to the City for signature and subsequent delivery to the utility companies along the with the Utility "C" Letter.

Page 7 of Exhibit A to Professional Services Agreement Reso. No. 2016-

Task 5 - Emergency Traffic Signal Design

Subconsultant, DP Engineering will perform the following tasks:

5.1 - Preliminary Emergency Traffic Signal Design

DP Engineering will review available as-built plans, base mapping, utility mapping, traffic studies, standards, specifications, and/or other required base map material collected under Tasks 2-4 as a basis for the preliminary, 30% design plans for an emergency traffic signal on Pacific Street. The traffic signal will be designed as a phased approach, with the immediate signal being an emergency only signal, with the option in the future to convert the signal to an all-way fully functioning signal.

DP Engineering will prepare the 30% traffic signal design plans using the AutoCAD base files, as-builts, site pictures, field measurements, existing emergency traffic signal examples, CA MUTCD (specifically Chapter 4G), City Standards, and 2015 Caltrans Standards. These plans will be prepared at 1"=20' scale plan sheets and will include the design and layout of the following proposed items:

- Signal Standards
- Phase Diagram
- Pole and Equipment Schedule
- Controller and Service Cabinets
- Vehicle and Pedestrian Signal Heads
- Pedestrian Push Buttons (if needed)
- Detection (if needed)
- Traffic Signal Signage
- Traffic Signal Pavement Markings
- Intersection Lighting
- Emergency Vehicle Preemption
- Possible Service Point
- Notes

The 30% traffic signal plans will be submitted as part of the complete 30% design package and submitted to the City for review and comments.

DP Engineering will design and/or modify the traffic signal designs, as necessary to eliminate any utility conflicts.

5.2 - 60% Traffic Signal PS&E

DP Engineering will address and incorporate all comments on the 30% traffic signal plans. A traffic signal design checklist will be completed to assure that the traffic signal design includes all details necessary for construction. In addition, these plans will contain the design and layout of the following proposed items: pull boxes, conduits, conductors, conductor schedule, service point/voltage, and necessary details.

Technical specifications will be based upon the latest Caltrans and City Standards. DP Engineering will obtain a copy of the City's most recent traffic signal technical specifications (electronic format, if available) and modify these to meet the design requirements for this project. In addition, DP Engineering will prepare a cost estimate for the proposed traffic signal improvements.

The 60% traffic signal plans will be submitted as part of the complete 60% design package and submitted to the City for review and comments.

Page 8 of Exhibit A to Professional Services Agreement Reso. No. 2016-

5.3 - 90% Traffic Signal PS&E

DP Engineering will address and incorporate all 60% traffic signal comments into the signal plans.

Based on comments received and changes to the plans, the traffic signal technical specifications and cost estimate will be updated.

The 60% traffic signal plans will be submitted as part of the complete 60% design package and submitted to the City for review and comments.

5.4 - Final Traffic Signal PS&E

DP Engineering will address and incorporate all 90% traffic signal comments into final PS&E's and submit final signed PS&E's to the City for use in bidding this project.

Task 6 - Prepare Record Drawings

Consultant shall prepare record drawings based on the Resident Engineer's as-built mark-ups. The record drawings will be scanned to and delivered to the City at the completion of the construction.

Task 7 - Assistance During Bidding (OPTIONAL)

As an optional task, Consultant shall provide support to the City during Bidding and the Advertising phase. Consultant shall provide the following services:

- Pre-Bid Meeting
- Request for Information
- Addenda

For budgeting purposes eighteen (18) hours was assumed.

Task 8 - Construction Support (OPTIONAL)

It is anticipated that the City will retain a third party firm to provide construction management and inspection service, however, Consultant does provide these services and can provide them for this project if the City desires.

Under this task, engineering support will be provided on an as-requested basis to respond to the requests of the Resident Engineer (RE). These requests include requests for information, review of material submittals, interpretation of plans and specifications, plan changes and revisions, and other construction related requests. Consultant shall provide support services as follows:

- Respond to Requests for Information
- Changes and Revisions
- Technical Support of Contract Change Orders
- Punch List Walkthrough

For budgeting purposes thirty-two (32) hours was assumed.

Page 9 of Exhibit A to Professional Services Agreement Reso. No. 2016-

EXHIBIT B

PAYMENT FOR SERVICES RENDERED INTERSECTION AND ROADWAY AT NEW FIRE 1 AND PACIFIC STREET

The fee for the work described in Exhibit A is One Hundred Thirty-two Thousand and Eighty-Eight Dollars (\$132,088.00) plus a 15% contingency of Nineteen Thousand Eight Hundred Thirteen Dollars (19,813.00) for a total not to exceed of One Hundred Fifty-one Thousand Nine Hundred One Dollars (\$151,901.00).

The fee is broken down as follows:

\$110,392.00
\$ 13,175.00
\$ 7,505.00
\$ 1,017.00
\$132,088.00
\$ 19,813.00
\$151,901.00

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF CITY INTERSECTION AND ROADWAY AT NEW FIRE 1 AND PACIFIC STREET

Obligations of the City include the following:

- Provide staff time to review submittals and invoices
- Provide conference room space for discussion as needed
- Provide Legal descriptions
- Utility and man-made base information
- Aerial photography

EXHIBIT D

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
- Licenses, Permits, Etc. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
- 3. <u>Time</u>. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Insurance.

- A. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors. All coverage available to the Consultant as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Consultant shall provide to City the full policy limits of Consultant's insurance, with coverage at least as broad as, and limits no less than, the following:
- 1. <u>General Liability</u>. Consultant shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the

Page 1 of Exhibit D to Professional Services Agreement Reso. No. 2016general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

- 2. <u>Worker's Compensation and Employer's Liability Insurance.</u> Consultant shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Consultant shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.
- 3. <u>Automobile</u>. Consultant shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 4. <u>Errors and Omissions</u>. Consultant shall maintain in full force and effect a policy of errors and omissions insurance covering the services to be provided under this agreement with limits no less than the following: one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) policy aggregate.
- B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
- 1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant, and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.
- 2. For any claims related to work or operations performed by or on behalf of Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

Page 2 of Exhibit D to Professional Services Agreement Reso. No. 2016-

- C. The insurance company or companies providing Consultant the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.
- D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:
- 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City for review.
- F. If Consultant, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Consultant, City may deduct from the sums due to Consultant any premium costs advanced by City for the insurance.
- G. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and Page 3 of Exhibit D

to Professional Services Agreement Reso. No. 2016endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Consultant shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Consultant has a claims made form of insurance.

- I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:
- 1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Consultant under this Agreement.
- 2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
- Indemnity. To the fullest extent permitted by law (including, without 5. limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless City, and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

To the extent there is an obligation to indemnify under this Section 5, Consultant shall be responsible for incidental and consequential damages resulting

Page 4 of Exhibit D to Professional Services Agreement Reso. No. 2016directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

- 6. <u>Consultant Not Agent</u>. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 7. <u>Assignment Prohibited</u>. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of City, said approval to be in the sole discretion of City.

8. Personnel: Qualifications and Conflicts of Interest.

- A. Consultant shall assign only competent personnel to perform services under this Agreement. If City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to this Agreement, Consultant shall remove the person immediately upon receiving notice from City. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement.
- B. Prior to commencing work under this Agreement, all personnel assigned to the Agreement shall determine whether, by virtue of the work to be performed, they are "consultants" as defined by the Political Reform Act (Cal. Gov. Code §81000, et seq.). They shall then notify the City Clerk in writing of their determination and shall complete and file all required disclosure statements.
- 9. <u>Standard of Performance</u>. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
- **10.** <u>City Representative</u>. The City Manager is the representative of the City and will administer this Agreement for the City.
- 11. <u>Termination</u>. City shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event City shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.

In the event City shall terminate this Agreement:

Page 5 of Exhibit D to Professional Services Agreement Reso. No. 2016-

- 1. Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2. City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3. City shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Hundred and Fifty-One Thousand, Nine Hundred and One dollars (\$151,901.00) and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

Consultant may terminate its services under this Agreement upon thirty (30) working days written notice to the City, without liability for damages, if it is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by City.

- 12. <u>Non-Discrimination</u>. Consultant shall not discriminate in its employment practices because of of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 <u>et seq</u>.
- developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver reproducible copies of such documents to City on completion of the services hereunder. The City agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

- 14. <u>Waiver</u>. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
- 15. <u>Entirety of Agreement</u>. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
- party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

- 17. <u>Counterparts</u>. Where Consultant is a general partnership, the partners may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who assigned it.
- **18. Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

NOTICE TO CONSULTANT OF DISCLOSURE OBLIGATIONS UNDER THE CALIFORNIA POLITICAL REFORM ACT

(INTERSECTION AND ROADWAY AT NEW FIRE 1 AND PACIFIC STREET)

The Political Reform Act ("PRA") (Government Code §81000, et seq.) provides that "no public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." In addition, the Act requires every public official to disclose those economic interests that could foreseeably be affected by the exercise of his or her duties.

The term "public official" includes consultants. (Government Code §82048.) The PRA regulations (2 CCR 18701(a)(2) define consultant to include an individual who makes certain described governmental decisions, or, who serves in a staff capacity with the agency and in that capacity performs the same or substantially all of the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code. A copy of Government Code §82048 and Regulation 18701(a)(2) are attached for your reference.

It is not the business or firm providing services to the City that is considered the consultant. The individuals working for the firm who provide the services are considered the consultants. These individuals must file Statements of Economic Interest based on their personal financial interests and are subject to disqualification and other laws affecting public officials.

Because not all consultants participate in making decisions on behalf of the City in a manner covered by the Political Reform Act, the City does not amend its Conflict of Interest Code each time a consultant is hired. Instead, consultants are included generically in the City's Conflict of Interest Code as designated employees.

Under the law, it is the responsibility of each individual who will be providing services under the agreement to file an Assuming Office Statement, an Annual Statement, and a Leaving Office Statement if he/she determines the work being done under contract with the City qualifies the individual as a "consultant" within the meaning of the law.

Prior to commencing work under this agreement, you must notify the Rocklin City Clerk of your determination and request and file the appropriate forms, if necessary. Please complete and sign the form below and return to the City Clerk.

Attachment

legal\administration\conflict of interest notice to consultant

DETERMINATION OF DISCLOSURE OBLIGATIONS UNDER CALIFORNIA POLITICAL REFORM ACT

(INTERSECTION AND ROADWAY AT NEW FIRE 1 AND PACIFIC STREET)

	this Notice to Consultant of mact and have determined t		ure Obligations under the California eck one):
	Agreement, I am a public	official	erform under this Consultant Services within the meaning of the Political ng Office Statement (Form 700).
			eement, I will not be performing the nt within the meaning of the Political
Dated:			
Dateu			(Name of Consultant)
		Ву:	
			(Signature)
			(Type Name)
			(Address)
			(Address)

CALIFORNIA ADMINISTRATIVE CODE TITLE 2. ADMINISTRATION DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION CHAPTER 7. CONFLICTS OF INTEREST ARTICLE 1. CONFLICTS OF INTEREST; GENERAL PROHIBITION

§18701. Public Official, Definitions.

- (a) For purposes of Government Code §82048, which defines "public official," and Government Code §82019, which defines "designated employee," the following definitions apply:
- (1) "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decisionmaking authority. A committee, board or commission possesses decisionmaking authority whenever:
- (A) It may make a final governmental decision;
- (B) It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or
- (C) It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
- "Consultant" means an individual who, pursuant to a contract with a state or local government agency:
- (A) Makes a governmental decision whether to:
- Approve a rate, rule, or regulation;
- Adopt or enforce a law;
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- 5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- 6. Grant agency approval to a plan, design, report, study, or similar item;

- 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code §87302.
- (b) For purposes of Government Code §87200, the following definitions apply:
- (1) "Other public officials who manage public investments" means:
- (A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;
- (B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and
- (2) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (b)(I)(B) above.
- (3) "Public moneys" means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.
- (4) "Management of public investments" means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

COMMENT: In limited circumstances, the members of a nonprofit organization may be "public officials." (In re Siegel (1977) 3 FPPC Ops. 62.)

 Amendment of section heading, section and Note filed 1-11-2001; operative 2-1-2001.
 Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2)

WEST'S ANNOTATED CALIFORNIA CODES GOVERNMENT CODE TITLE 9. POLITICAL REFORM CHAPTER 2. DEFINITIONS

§82048 Public Official

"Public official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council, and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with Section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in Section 6038 of that article.





City Council Report

Subject: Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to execute a Consultant Services Agreement For the Rocklin Road at Pacific Street Roundabout and Rescinding Resolution No. 2016-195.

Submitted by: Rick Forstall, Director

Date: July 26, 2016

Justin Nartker, Deputy Director (Presenter)

Department: Public Services

Reso. No. 2016-

Staff Recommendation: It is recommended that the City Council approve a resolution approving and authorizing the City Manager to execute a Consultant Services Agreement and rescinding Resolution No. 2016-195.

BACKGROUND:

On July 26, 2016, Council approved Resolution No. 2016-195 authorizing the City Manager to execute a professional services agreement with Kimley-Horn, Inc. for engineering design and right of way services for the Rocklin Road at Pacific Street Roundabout. This project was approved in the FY 2016-2017 budget along with Resolution No. 2016-167 which approved the 2016-2020 Capital Investment Plan.

Attached to Resolution No. 2016-195 was the standard Professional Services Agreement the City uses for non-federal projects. This project will receive federal funding (CMAQ Dollars) and as such the standard professional services agreement is not in the format required for federally funded projects. This resolution will rescind Resolution No. 2016-195 and approve the federally accepted formatted agreement.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Resolution No. 2016-195 was approved by Council on July 26, 2016. This resolution approved the
 City Manager to execute a professional services agreement with Kimley-Horn, Inc. to provide
 engineering and right of way services for the Rocklin Road at Pacific Street Roundabout.
- The resolution included the standard Professional Services Agreement the City uses for nonfederal projects.
- This project will receive federal funding and must use a specifically formatted agreement.

• This resolution will rescind Resolution No. 2016-195 and the previous agreement and approve the Consultant Services Agreement which is in the format required for federally funded projects.

Recommendations:

 Staff recommends approving this resolution which will rescind Resolution No. 2016-195 and approve the City Manager to execute a Consultant Services Agreement that it formatted for federally funded projects.

Fiscal Impact: There is no fiscal impact for this resolution. The cost of the design services is \$328,819.16, including the 15% contingency for a not to exceed amount of \$378,142.03. The design will be funded out of CMAQ (240) and SB325 (210) and has been included in the both the 2016-2020 Capital Investment Plan and FY 2016-2017 budget that was approved at the June 28, 2016 City Council Meeting.

Ricky A. Horst, City Manager Reviewed for Content

R. A. H.S

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT FOR THE ROCKLIN ROAD AT PACIFIC STREET ROUNDABOUT (Kimley-Horn and Associates, Inc.)

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

<u>Section 1</u>. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Consultant Services Agreement, in the form substantially attached hereto as Exhibit 1 and by this reference incorporated herein.

Section 2. The City Council hereby establishes the City Manager's Change Order Authority to 15% of the contract amount.

Section 3. Resolution No. 2016-195 is hereby rescinded.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:		
NOES:	Councilmembers:		
ABSENT:	Councilmembers:		
ABSTAIN:	Councilmembers:		
.=		Gregory A. Janda, Mayor	
ATTEST:			
Barbara Ivar	nusich, City Clerk		

EXHIBIT 1

CONSULTANT SERVICES AGREEMENT

ROCKLIN ROAD AT PACIFIC ST ROUNDABOUT

ARTICLE I INTRODUCTION

A. This Consultant Service Agreement ("Contract") is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: Kimley-Horn and Associates, Inc., a North Carolina corporation. The Project Manager for the "CONSULTANT" will be Sean Houck.

The name of the "LOCAL AGENCY" is as follows: The City of Rocklin, a California municipal corporation. The Contract Administrator for LOCAL AGENCY will be Zach Bosch, Department of Public Services, City of Rocklin.

- B. The work to be performed under this Contract is described in Article II. entitled STATEMENT OF WORK, and the approved CONSULTANT's Cost Proposal dated May 16, 2016. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit A and incorporated herein by this reference. If there is any conflict between the approved Cost Proposal and this Contract, this Contract takes precedence.
- C. To the fullest extent permitted by law (including without limitation California Civil Code section 2782 and 2782.8), CONSULTANT agrees to defend (with legal counsel reasonably acceptable to LOCAL AGENCY), indemnify and hold harmless LOCAL AGENCY, its officers, agents, departments, officials, representatives, and employees (collectively "Indemnitees"), from and against any and all claims, demands, loss, costs, damage, injury (including, without limitation, injury to or death of an employee of CONSULTANT or its subcontractors) expense and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct, errors or omissions of CONSULTANT, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

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- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this Contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this Contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- I. CONSULTANT represents and warrants to LOCAL AGENCY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to LOCAL AGENCY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.
- J. CONSULTANT shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products of whatsoever nature which CONSULTANT delivers to LOCAL AGENCY pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

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ARTICLE II STATEMENT OF WORK

A. Consultant Services.

Subject to the terms and conditions set forth in this Contract, CONSULTANT shall provide the services described in the SCOPE OF SERVICES, attached hereto as Exhibit B). CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit B.

B. Local Agency Obligations

Except as set forth in Exhibit C, CONSULTANT must, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract. LOCAL AGENCY will furnish CONSULTANT only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT'S Project Manager shall meet with LOCAL AGENCY'S Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on September 13, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end no later than February 18, 2017, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this Contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work

Page 3 of Exhibit 1 to Consultant Agreement Reso. 2016of this Contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this Contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Rocklin
Department of Public Services
Attn: Zach Bosch
4081 Alvis Court
Rocklin, CA 95677

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(378,142.03).
 - F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Contract not to exceed the amount documented by CONSULTANT and approved by LOCAL AGENCY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed —Three Hundred and Seventy-Eight Thousand, One Hundred and Forty Two Dollars and Three Cents (\$378,142.03) and further provided, however, LOCAL AGENCY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which LOCAL AGENCY may have in law or equity.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY'S Contract Administrator.

Page 5 of Exhibit 1 to Consultant Agreement Reso. 2016C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator. However, if LOCAL AGENCY, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by CONSULTANT to this Contract, CONSULTANT shall remove the person immediately upon receiving notice from LOCAL AGENCY.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

Exhibit 10-J "Standard Contract Provisions for Subconsultant/DBE Participation" and Exhibit 10-O2 "Consultant Contract DBE Information" are hereby incorporated hereto as applicable.

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting

Page 6 of Exhibit 1 to Consultant Agreement Reso. 2016bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the Director of Public Services, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY City Manager of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

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- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE XV SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a

Page 8 of Exhibit 1 to Consultant Agreement Reso. 2016competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XVIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XIX INSURANCE

A. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors. All coverage available to the Consultant as named insured shall be

Page 9 of Exhibit 1 to Consultant Agreement Reso. 2016made available to the City, its officers, employees and volunteers as additional insured. Consultant shall provide to City the full policy limits of Consultant's insurance, with coverage at least as broad as, and limits no less than, the following:

- 1. <u>General Liability</u>. Consultant shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)
- 2. <u>Worker's Compensation and Employer's Liability Insurance.</u> Consultant shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Consultant shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.
- 3. <u>Automobile</u>. Consultant shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 4. <u>Errors and Omissions</u>. Consultant shall maintain in full force and effect a policy of errors and omissions insurance covering the services to be provided under this agreement with limits no less than the following: one million dollars (\$1,000,000) each claim, two million dollars (\$2,000,000) policy aggregate.
- B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
- 1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant, and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in

Page 10 of Exhibit 1 to Consultant Agreement Reso. 2016any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

- 2. For any claims related to work or operations performed by or on behalf of Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
- C. The insurance company or companies providing Consultant the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.
- D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:
- 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City for review.
- F. If Consultant, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of

Page 11 of Exhibit 1 to Consultant Agreement Reso. 2016contract. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Consultant, City may deduct from the sums due to Consultant any premium costs advanced by City for the insurance.

- G. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Consultant shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Consultant has a claims made form of insurance.

- I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:
- 1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Consultant under this Agreement.
- 2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

ARTICLE XX OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

Page 12 of Exhibit 1 to Consultant Agreement Reso. 2016B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

ARTICLE XXI CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

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- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXV STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.
- B. During the performance of this contract, CONSULTANT and its Subconsultants shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT and any Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Page 14 of Exhibit 1 to Consultant Agreement Reso. 2016C. CONSULTANT shall include the nondiscrimination and compliance provisions of the above paragraph in all subcontracts to perform work under the Contract.

ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients

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who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. Prior to commencing work under this Contract, all personnel assigned to the Contract shall determine whether, by virtue of the work to be performed, they are "consultants" as defined by the Political Reform Act (Cal. Gov. Code §81000, et seq.). They shall then notify the City Clerk in writing of their determination and shall complete and file all required disclosure statements.
- G. If applicable, CONSULTANT shall cause to be completed all Federal disclosure forms including, but not limited to, Exhibits 10-F, and 10-U, attached hereto, as applicable.

ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

A. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration. CONSULTANT shall cause to be completed, as applicable, Form 10-F, Certification of Consultant, Commissions & Fees" attached hereto.

ARTICLE XXX NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

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CONSULTANT:			
	Kimley-Horn and Associates,	Inc.	_
	Sean Houck		_Project Manager
	555 Capitol Mall, Ste 300		_
	Sacrament, CA 95814		
LOCAL AGENC	Y:		
	e		
	City of Rocklin		
	Director of Public Services		
	4081 Alvis Court		
	Rocklin, CA 95677		
	g g		
ARTICLE XXXI	CONTRACT		
mentioned, ar	for and in consideration and work to be performed; eas and conditions of this contra	ch agree to diligently	perform in accordance
ARTICLE XXXII	SIGNATURES		
Executed as of	f the day first above stated:		
		CITY OF ROCKLIN	
		A Municipal Corporat	tion
	By:		
		Ricky A. Horst	
		City Manager	

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	Ву: _		
			160
APPROVED AS TO FORM:			
1 P			
DeeAnne Gillick City Attorney		-	
ATTEST:			
7111231.			
Barbara Ivanusich			

CONSULTANT

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City Clerk

Exhibit A CONSULTANT'S COST PROPOSAL

The City of Rocklin agrees to pay Consultant a fee not to exceed \$378,142.03.

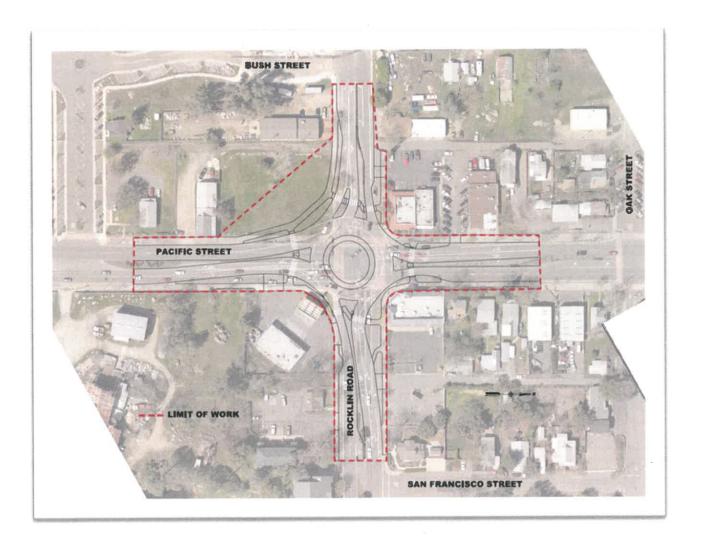
TASK	COST
1- Project Management	\$ 35,949.00
2- Surveying, Potholing and Base& Row mapping	\$ 32,677.24
3- Preliminary Engineering	\$ 40,489.22
4- Environmental Services	\$ 84,002.19
5- Right of Way Support Services	\$ 16,757.55
6- Utility Support Services	\$ 10,041.75
7- Finalize Design & Prepare Bid Documents	\$103,699.75
8- Prepare Record Drawings	\$ 5,002.46
Misc. Cost	\$ 200.00
TOTAL COST	\$328,819.16
15% Contingency	\$ 49,322.87
Fee Not to Exceed	\$378,142.03

Exhibit B CONSULTANT'S SCOPE OF SERVICES

Work Plan Rocklin Road at Pacific Street Roundabout

Unless noted otherwise, the project limits are assumed to extend up to 300 feet from the study intersection on each leg. Figure 1 illustrates the approximate limits of work described in the following work plan.

The following work plan assumes a total contract duration of 18-months for completing Tasks 1 through 8. Construction support services are not a part of this work plan.



TASK 1.

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PROJECT MANAGEMENT, COORDINATION AND DOCUMENTATION

This task includes the management of the project from initiation through completion of this project phase. The services provided include project initiation, planning, administration, coordination, attending meetings, and quality control.

1.1 Project Coordination

The Kimley-Horn and Associates, Inc. Project Manager and Project Engineer will supervise, coordinate and monitor planning and design of the Project for conformance with appropriate standards and policies established by the project team at the beginning of the project. Kimley-Horn and Associates, Inc. will coordinate with the City of Rocklin and project stakeholders as requested. An initial budget has been established for this task. Requested coordination with stakeholders exceeding the initial budget will be completed on a time and materials basis.

1.2 Project Administration

Kimley-Horn and Associates, Inc. staff's administration efforts include initial development and maintenance of project schedule, work plan, filing system and processing timely invoices/progress reports. We will create and maintain a simplified critical path method (CPM) schedule, updating it as deemed appropriate by Kimley-Horn and Associates, Inc. and the City to manage the project.

1.3 Client Coordination Meetings

Kimley-Horn and Associates, Inc. will attend up to 12 (assumed 1 per month for 12 months) client coordination meetings (or participate in conference calls) such as project/design coordination and/or progress review meetings with other stakeholders. An initial budget has been established for this task. Requested coordination meetings exceeding the initial budget will be completed on a time and materials basis.

1.4 Quality Assurance / Quality Control and Constructability

Kimley-Horn and Associates, Inc. follows a structured QA/QC process that will be implemented for the project. We have designated a senior roadway engineer to perform independent reviews ahead of major submittals (30% plans, 60% plans, specifications, and engineer's opinion of probable cost [PS&E], and Draft 100% PS&E). This task also includes time for the QA/QC manager to attend a field visit, either separate or as part of a project kick-off meeting. If requested by the City at project kick-off, Kimley-Horn and Associates, Inc. will preserve milestone independent reviews for review by City staff.

1.5 Utility and Right of Way Coordination

Kimley-Horn and Associates, Inc. team's project manager will participate in the coordination of the utilities and Right of Way with the utility agencies and Caltrans staff to prepare a record of investigation per Caltrans Utility Coordination Procedures, Caltrans right-of-way certification, and NEPA approval.

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1.6 Public Outreach and Council Presentation

The outreach will focus on building awareness of the proposed project and soliciting input at the onset of the planning effort so that issues can be addressed appropriately.

The outreach program is comprised of the following activities:

- Development of a Contact Database (up to 1,000 contacts): The database will include impacted property owners and key community stakeholders.
- Materials (1 postcard, 1 fact sheet): A postcard invitation will be created and mailed to the contact database. The postcard will highlight the purpose of the meeting and project background. Along with a postcard invite, a one-page fact sheet will be created that will provide key information about the proposed roundabout.
- Public Open House: A public open house meeting will be scheduled within the first 4 months following project kick-off. The meeting will offer a forum for interaction between the City, their project team and the public to answer questions and garner feedback.
- Media Relations Support: Kimley-Horn and Associates, Inc. team will work closely with Rocklin Public Information Officer Troy Holt to develop a press release for distribution by the City to their established media contacts. Key meeting information will be promoted via the City's social media sites and their website.
- Council Presentation: Following the Public Open House, Kimley-Horn and Associates,
 Inc. will attend one council meeting and present the roundabout concepts
 developed with staff after the public open house.

Deliverables:

- Meeting minutes
- Monthly invoices and progress reports in accordance with contract requirements.
- Monthly Schedule Reports, and Revised Project Schedule (as changes occur and at key milestones)
- QC/QA check prints and QC documentation of milestone reviews, if requested
 Public outreach and Council presentation.

TASK 2.

SURVEYING, POTHOLING AND BASE AND RIGHT OF WAY MAPPING

It is assumed that rights of entry will be provided by the City of Rocklin for any property access required for the project studies. It is also assumed that any required encroachment permits required by the City will be provided at no cost.

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The Kimley-Horn and Associates, Inc. team will assemble existing, readily available data for the project including existing and planned improvements, utilities, traffic data, right-of-way information, City of Rocklin design guidelines and standards. This information will be used during the preliminary engineering to coordinate the known aspects of the project.

2.1 Control Surveys

CBC Geospatial Consulting, Inc. (CBC) will conduct differential GPS ties to an adequate number of the horizontal and vertical monuments. The North American Datum of 1983 (NAD83), California State Plane Coordinate System, Zone II, will serve as the horizontal datum and the City of Rocklin benchmark network on the National Geodetic Vertical Datum of 1929 (NGVD29) will serve as the vertical datum.

All supplemental topographic surveys, right of way engineering monument ties, landnet generation, and hard copy mapping will be tied from the control established in this effort and will later serve as construction control. A minimum of three project control points shall be listed and shown on the base sheets.

Deliverables:

• A comma-delimited ASCII point file in Point, Northing, Easting, Elevation, Description format of points gathered in the field together with an accompanying control diagram.

2.2 Photogrammetric Mapping/Digital Orthophotography

Aerial mapping will be provided by the City of Rocklin. It is assumed the mapping provided by the City meets photogrammetric mapping standards used for engineering design that will meet or exceed the requirements to generate mapping at a scale of 1'' = 40' with 1-foot contour interval. No work will be completed under this task.

2.3 Supplemental Topographic Surveys

CBC crews will conduct supplemental topographic field surveys of areas requiring additional accuracy. Information gathered in the supplemental survey may include but not be limited to: the location of natural ground features and grade breaks; roadway features ad striping; existing structures; fences; walls; driveways; control systems; overhead and readily-apparent surface evidence of utilities; storm drain manholes and catch basin pipe sizes and invert elevations; sanitary sewer manhole pipe sizes and invert elevations; water valves, hydrants, meters; signs; poles; streetlights; trees 4-inch DBH and larger - trunk and dripline, pathways, painted utility markings, and other pertinent improvements.

Deliverables:

• Integrated digital terrain model composed from aerial and terrestrial topographic mapping with planimetrics at a scale of 1" = 40' with 1-foot contour interval for the project in AutoCAD Civil 3D 2016 format, and a wet-stamped, hard copy set of the project basemapping.

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2.4 Right of Way Engineering

After conducting research of surveys and deeds, CBC office personnel shall build a land net from record data, sources of which include: The Placer County Assessor's Parcel Maps; Records of Surveys; Parcel Maps; Final Subdivision Maps; deeds; and preliminary title reports. Ties made to legal survey evidence during the course of conducting the topographic survey will enable incorporating the record land net information into the base mapping for "preliminary" right of way analysis.

Evidence in an intensified boundary survey will be recovered to assure that the land net created from record information is resolved to accurately represent record information, existing documentation, and lines of occupation as they exist on the ground.

CBC will digitally incorporate the resolved land net, and written easements of record into the existing base mapping, enabling the design team to delineate areas where right of way acquisitions will be, if necessary.

Deliverables:

Digital incorporation of land net compiled from field ties and record data into project basemapping with right of way data on separate layer. List of affected properties including assessor's parcel numbers, owner's name, owner's address, parcel address, and a map locating the affected parcels relative to the proposed project limits;

Assumptions for Tasks 2.4 and 2.5:

- Preliminary Title Reports will be provided as needed;
- Underground Service Alert (USA) will be conducted by the City or at their request;
- All fees for document review and recordation for acquisition documents or Record of Survey shall be borne by the City, and are not included in this proposal.
- Right of way engineering services will be needed for no more than two parcels.
- Preparation of a Record(s) of Survey are not required. Preliminary title reports will be provided by the City.

2.5 Legal Description and Plat

After the design team designates the area for right of way acquisition CBC will then compile from the final land net resolution necessary legal descriptions and plats.

Deliverables:

■ This Scope of Work assumes a level of effort to write and prepare a total of two (2) legal descriptions with 8 ½" x 11" plats for right of way acquisition including: 1 draft submittal, 1 set of written comments, and 1 final submittal.

2.6 Utility Mapping and Pothole Investigation

Kimley-Horn and Associates, Inc. will coordinate with the City of Rocklin to identify utility agencies to send initial letters ("A" Letters) to request utility as-built information for the Page 5 of Exhibit B to

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project location. Utility information will be incorporated into the project base mapping by Kimley-Horn and Associates, Inc.. Potential conflict letters ("B" Letters) will be sent out to the appropriate utility agencies to reflect the proposed improvements and to assess the locations of their facilities as incorporated into the base mapping. Potential conflicts will be identified and follow up coordination will be conducted to resolve the conflicts or provide for relocation. New or revised service locations will be coordinated with the various utilities as required. Notice to relocate letters ("C" Letters) will be sent out to the appropriate utility agencies after final design is approved.

Kimley-Horn and Associates, Inc. will use our teaming partner, Arrow Construction to collect pothole data from utilities along the project location. This information will be used in the vertical design of the proposed roundabout. Pothole data will include size, depth and material of known utilities. Up to 10 potholes is assumed.

Deliverables:

- Utility "A" "B "and "C" Letters
- Base mapping of existing facilities including information from the potholing.

TASK 3: PRELIMINARY ENGINEERING

3.1 Traffic Analysis

Kimley-Horn and Associates, Inc. will complete a limited evaluation of opening day and cumulative year traffic volumes and intersection operations for the strict purposes of confirming intersection build-out phasing and lane configurations. This evaluation will largely rely on readily available data contained in the previously prepared traffic operations memoranda and recent traffic count data provided by the City. The following specific efforts are included in this task:

- Prepare a Sidra® operations analysis of the existing conditions using City-provided April 2016 peak-hour intersection turning movement counts to approximate opening day conditions. This evaluation will apply analysis parameters observed in the previously prepared traffic operations memoranda.
 - Using both the opening day and cumulative forecast volumes (to obtained from the traffic operations memoranda), approximate interim year conditions for the purpose of considering phased improvements. These phased improvements will include consideration of capacity reduction along Pacific Street between Rocklin Road and Midas Avenue, as well as the one or more build phases of the roundabout itself as a strategy to minimize and/or delay construction and right-of-way costs. Associated with the potential capacity reduction along Pacific Street between Rocklin Road and Midas Avenue, we will qualitatively consider potential operational issues along the side-streets that may result from this potential change in facility capacity.

Page 6 of Exhibit B to Consultant Agreement Reso. 2016The efforts completed in this task will be summarized in a brief technical memorandum to be submitted to the City.

3.1 Preliminary Design and Technical Memorandum

The preliminary design provides a framework to evaluate alignment alternatives and project constraints.

Concept Design

Up to three roundabout concept layouts will be developed in CADD using aerial image and available topographic mapping. Colored, 2d concept renderings will depict critical roundabout features and geometric design elements based on the initial operational analysis. The layouts will include colored pavement markings as well as color coded areas identifying landscape opportunities and restrictions based on estimated sight lines. The design will incorporate basic horizontal and vertical design elements including curb and gutter lines, channelization islands, sidewalks, pedestrian crossing, truck apron and drainage.

Key features evaluated during this phase typically include

- Channelization
- Size and location relative to right-of-way and geometric constraints
- Alignment of approaches and departures
- Design speed, design vehicle, and sight distance considerations
- Local access impacts
- Comfortable travel for bicyclists and pedestrians
- Continuity for pedestrian travel

If an interim roundabout design is feasible based on traffic analysis described in Task 3.1, the concept designs will illustrate both the interim and ultimate layouts. Phasing strategies will be developed to reduce the potential for throw away costs of constructed infrastructure to accommodate future improvements for the ultimate roundabout.

During the preliminary design the utility conflicts, new utility requests, environmental requirements for NEPA approval and right of way needs will be identified.

Geometric Approval Drawings

Preparation of geometric approval drawings will not begin without written authorization from the City of Rocklin that a preferred roundabout concept has been selected for the intersection.

Kimley-Horn and Associates, Inc. will prepare a roll plot for the roundabout geometric approval drawings (RGAD) based on the approved preferred concept layout, aerial topography, and field survey. The RGAD will extend to the project conform with existing street infrastructure and will establish horizontal and vertical control for critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, illumination,

Page 7 of Exhibit B to Consultant Agreement Reso. 2016sightlines, and conform conditions. Typical sections of each leg, including the roundabout circulatory roadway and central island will be included. Centerline and curb profiles will be generated to a level sufficient to identify rough grading of the roadway for drainage, and right of way needs. A preliminary contour plan of the finished surface of the roundabout at each location will be prepared as a design check for drainage, right of way, sight line, and driver comfort.

Exhibits will be prepared that identify key roundabout design checks such as design vehicle tracking, fastest path, speed consistency calculations, and sight lines for intersection and stopping sight distances.

The following deliverables are assumed for this task:

- Submittal of draft RGAD in pdf format
- One round of revisions and response to City comments.

The above information will be included in the Technical Memorandum that will be submitted to the City for review and approval.

Deliverables:

- Concept Layouts
- Technical Memorandum
- Geometric Approval Drawings

TASK 4: ENVIRONMENTAL SERVICES

The following environmental scope of work has been developed based on the following key assumptions:

- CEQA compliance document will be prepared by City Staff.
- Supporting technical documents will be developed pursuant to both NEPA and CEQA guidelines as administered by the Department and FHWA.
- One project design alternative is assessed through environmental review.

Our work program will be initiated with the kick-off meeting/discussion which will define the parameters of the analysis, scheduling and understanding of the project. The Kimley-Horn and Associates, Inc. Team will evaluate the necessary information with respect to the project. Project research will include coordination with appropriate City departments to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the project will be documented.

Task 4.1 Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map Environmental issues that may require further detailed study are documented in the PES for City / Caltrans concurrence prior to the initiation of the technical study work program. Kimley-

Page 8 of Exhibit B to Consultant Agreement Reso. 2016Horn and Associates, Inc. will draft a PES Form for City review with respect to the proposed project details. The City review PES Form will be submitted to Caltrans for review and approval. Kimley-Horn and Associates, Inc. will be available for one site visit with Caltrans and the City to review the area and take comments on the PES Form. The Caltrans approved PES form will act as the work scope for the required NEPA compliance documentation.

As part of this task, the Kimley-Horn and Associates, Inc. team will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture in coordination with the City and Caltrans. Once the City has reviewed and approved the APE map, the APE Map will be submitted, with the PES Form, for Caltrans Professionally Qualified Staff (PQS) approval. The APE map will then provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking, as discussed in Task 2.

Task 4.2 Technical Study Work Program

Kimley-Horn and Associates, Inc. proposes to prepare technical studies in conformance with the National Environmental Protection Act of 1969 (NEPA), pertinent FHWA regulations, Caltrans' *Environmental Handbook*, and the California Environmental Quality Act (CEQA). Kimley-Horn and Associates, Inc. will coordinate with Caltrans staff to formalize the specific content and format requirements for each study.

Based upon our recent projects within Caltrans District 3, a review of the project as presented in the RFP, and a review of the Caltrans PES Form, Kimley-Horn and Associates, Inc. anticipates that air quality can be addressed within the context of the environmental document for construction purposes and would not require a technical study. In addition, the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists Traffic Control Devices and Operating Assistance Other than Signalization Projects, as exempt from the requirement that a conformity determination be made. The anticipated environmental document is a CEQA Categorical Exemption (CE), prepared by the City, and a NEPA Categorical Exclusion (CatEx). Should Caltrans review the PES Form and require more analysis on the following resources, Kimley-Horn and Associates, Inc. can provide this analysis under a separate scope of work and fee.

The Kimley-Horn and Associates, Inc. Team has developed the following technical study work plan to satisfy the City and Caltrans environmental requirements (budgets for the following tasks assume responses on two consolidated sets of City / Caltrans review comments).

Task 4.2.1: Acoustical Analysis

Kimley-Horn and Associates, Inc.'s acoustical specialist, j.c. brennan & associates, inc., will analyze potential construction noise and vibration impacts at the nearest residential receptors located approximately 120 feet from the project location. j.c. brennan & associates, Inc. will collect ambient noise monitoring samples using continuous (24-hour) noise monitoring equipment to document existing conditions. A technical report will be prepared addressing the requirements of the City of Rocklin, CEQA, and NEPA.

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Task 4.2.2: Hazardous Materials Memorandum

The Initial Site Assessment (ISA) will be prepared in general accordance with the Caltrans ISA guidelines and ASTM Standard E-1527-13. Exceptions in the Phase I standard include: 1) no title searches or property appraisals will be performed for the subject property and vicinity, and 2) no direct interviews of the owners of the subject parcels except for City staff will be performed. Soil sampling and testing will not be performed as part of the Phase I ISA.

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project site to identify any readily observable indications of RECs within the Project limits. WRECO will review available data, including previous studies, Caltrans Bridge Inspection Reports, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and federal and state record reviews within one mile of the Project site. The available records will be used to determine the potential presence of RECs by previous land use and any historic operations that have had a high probability of RECs. This research will also be used to help support the absence of RECs.

Task 4.2.3: Biological Resources Memorandum

Kimley-Horn and Associates, Inc.'s biologist, WRECO, will perform online research and data collection, as well as provide technical assistance to the City. Methods will include, but are not limited to, record searches from U.S. Fish and Wildlife Service (USFWS) Species List with updates as needed, National Marine Fisheries Service (NMFS), and California Department of Fish and Wildlife (CDFW). Review of existing literature and other environmental documents will be conducted, as available. WRECO will also coordinate with any jurisdictional agencies, as necessary.

WRECO will provide mapping and supporting figures as required to supplement analysis provided in the biological technical memorandum. The technical memorandum will be based on templates and guidance available from Caltrans. Prior to submitting to the City and Caltrans for review comments, WRECO will perform a technical review and quality control of the draft BRS. Upon receiving the City's and Caltrans' comments, WRECO will provide written responses to comments and revise the draft document for final submittal.

Task 4.2.4: Cultural Resources

Pre-Field Research and Literature Review: Research will be conducted to determine if previous investigations have been conducted within the study area and the types of resources likely to be encountered within the study area. The research will begin with a records search conducted at the Northwest Information Center (NWIC) located at California State University, Sacramento. The records search will include a search of previous studies and identified cultural resources within the project area and a 1/2-mile radius. Additional resources available online or within InContext's cultural resources library will be reviewed to determine the types of resources and the likelihood for their presence within the study area.

Page 10 of Exhibit B to Consultant Agreement Reso. 2016Assistance with AB52 Compliance: The Kimley-Horn and Associates, Inc. team will prepare and submit a request to the Native American Heritage Commission (NAHC) to check their Sacred Lands File for Native American resources that may be affected by the project and for a list of tribes that may want to consult with the City in regard to the identification of Tribal Cultural Resources for AB52.

Upon receipt of the requested information from the NAHC, a draft letter will be prepared for use by the City in notifying each of the tribes on the list of the project. The letter will include a written summary of the project, a map illustrating the location and general features of the project, will advise tribes of the required response time for AB52, and will request the tribe designate a lead contact person for project consultation. The letter will specifically request that tribes provide any information pertaining to Tribal Cultural Resources as defined by AB52 that may be affected by project implementation.

The Kimley-Horn and Associates, Inc. team will review all responses received from tribal representatives and will recommend an appropriate approach for any follow- up actions that may be warranted for further consultation with tribes expressing an interest in the project. The Kimley-Horn and Associates, Inc. team assumes the City will consult directly with California Native Americans who request to consult for this project. If the City requests additional assistance beyond that described above, Kimley-Horn and Associates, Inc. will prepare an additional scope of work and cost as appropriate.

Assistance with Section 106: The NAHC request will also include a request for a list of federally recognized and tribes non-federally recognized tribes who may have knowledge about the potential for Native American associated sites that could be affected by the project and who may want to participate as consulting parties as defined by Section 106 of the NHPA. In addition, InContext will conduct research to identify potential additional consulting parties as defined by Section 106 of the NHPA.

A letter will be sent to each of the individuals or groups identified by research and by the NAHC. The letter will be sent on behalf of the City and Caltrans. It will include a summary of the project, a map illustrating the location of the project, a summary of research conducted to date, and a request for information or concerns. Two weeks after the letters are sent, InContext will follow up with phone calls to ensure the addresses received and understood the content of the letters and to inquire regarding any concerns or information. We assume the City and Caltrans will consult directly with consulting parties. If the City or Caltrans requests additional assistance beyond that described above, Kimley-Horn and Associates, Inc. will prepare an additional scope of work and cost as appropriate.

Field Survey: InContext will conduct a pedestrian survey of the study area to identify and document cultural resources (architectural resources and archaeological resources) that are visible above ground. Cultural resources will be recorded, photographed, and mapped per Caltrans' standards. It is assumed that any cultural resources identified within the project area

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will not require Extended Phase I identification efforts, and will not require Phase II evaluation to determine their eligibility for listing in the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP). It is also assumed that any identified cultural resources will be avoided through project design.

Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR): InContext will prepare the Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) that document the methods and results of the cultural resources investigation. These reports, in addition to a summary of AB52 consultation efforts, may be used by the City as the basis for their CEQA documentation. Because it is assumed that any identified archaeological resources can be avoided, the only mitigation measures required in the ASR will be standard mitigation measures for inadvertent discovery of unknown archaeological resources and human remains.

Task 4.2.5: Visual Assessment Memorandum

Based on current information on the project, the Caltrans' Questionnaire to Determine Visual Impact Assessment (VIA) Level was completed and the project scored a 13. While this score may change as details become clear through project design, it is anticipated that the score would remain below 15. Therefore, the appropriate document level is a technical memorandum. The memorandum will be prepared consistent with the current Caltrans Landscape Architecture Program's recommended outline per the SER. The Memorandum will briefly discuss the existing visual setting, sensitive receptors, and will analyze the visual change as compared to baseline conditions. This analysis will summarize the project's visual change. The resultant brief technical memorandum will address visual issues and provide a rationale why a formal technical study is not required, per the Caltrans SER. This scope excludes formal visual report preparation, viewshed mapping analysis, Key View analysis, and photosimulations.

Task 4.3 NEPA Compliance

Kimley-Horn and Associates, Inc. will prepare a NEPA CatEx, with supporting technical studies identified above, pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(23). KIMLEY-HORN AND ASSOCIATES, INC. will also prepare a Draft Environmental Commitments Record (ECR), if necessary, which will be submitted to Caltrans for review and approval. Should any of the studies identify the need to prepare the more time consuming Environmental Assessment, a separate scope and fee will be provided to the City.

Task 4.4 Environmental Coordination and Meeting Attendance

Project Coordination: Bruce R. Grove Jr. will be the principal-in-charge, responsible for overall project management and supervision of the Kimley- Horn and Associates, Inc. Team. Mr. Grove will provide reviews and quality control/quality assurance as well as compliance with CEQA requirements (for technical studies only, if required) and Caltrans NEPA procedures (technical studies and CE). Christa Redd will undertake consultation and coordination of the project and will also review the environmental documents for compliance with CEQA requirements (for technical studies only, if required) and Caltrans NEPA procedures (technical studies and CE). Ms. Redd will coordinate with state and local agencies regarding this environmental document.

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It is the goal of Kimley-Horn and Associates, Inc. to serve as an extension of City staff throughout the duration of the environmental process.

Meeting Attendance: Kimley-Horn and Associates, Inc. anticipates meetings with City and Caltrans staff. Ms. Redd will attend up to three meetings with City and Caltrans staff, including the PES Form site visit, a "kick-off meeting", and one Project Development Team meeting. No public meetings or hearings are anticipated for this project.

Task 4.5 Phase II Environmental Site Assessment / ADL Study

After the completion on the Phase I ISA, if requested by Caltrans, WRECO will perform an Aerially Deposited Lead (ADL) Study for the Project in accordance with the Caltrans 2007 ADL Guidelines and Variance documents. A separate scope and fee will be prepared for this Phase II task. WRECO will comply with CFR 1910.120 requirements and standards of practice, which include a site-specific Health and Safety Plan as part of the ADL Work Plan to address worker health and safety and contingency plants for emergencies that may arise. WRECO would sample approximately 8 locations dependent on surface conditions and potential interference with subsurface utilities. In accordance with Caltrans specifications, representative soil samples will be collected from a depth of approximately 6, 12, and 24 inches below the ground surface or deeper based on the type of improvements and the Project Team's judgment. A total of up to 24 samples will be collected. The soil samples will be submitted to a laboratory certified by the California Department of Toxic Substances Control (DTSC) for the proposed analyses. The samples will be split in the lab and analyzed for lead using EPA Method 6010B. Approximately 10 percent (or 7) of the samples and any sample exceeding 50 mg/kg of total lead will be tested for Soluble Limit Threshold Concentrations using EPA Method 7420 to better determine the hazardous waste characterization under California Code of Regulations and for Toxicity Leaching Procedure for characterization under Federal guidelines, if needed. Upon receipt of the soil analysis data, WRECO will prepare the Phase II ADL Study Report.

Task 4.6 Extended Phase I Survey for Blacksmith Shop

If research and fieldwork identifies archaeological resources that require subsurface investigation to properly document, an XPI may be required by Caltrans. The XPI would include preparation of the XPI Work Plan for Caltrans review, implementation of the XPI excavation, reimbursable expenses, artifact analysis, GIS and graphics preparation, the XPI Report, and a Finding of Effect Report. Research and project refinement conducted during development of the HPSR and ASR could yield findings that there is no potential for subsurface deposits associated with the blacksmith shop (because of prior disturbance or the project will avoid areas that could have deposits).

Deliverables

- One (1) Draft PDF copy of the PES and APE for City / Caltrans review.
- One (1) Final PDF copy of the PES and APE for City / Caltrans review and approval.

Page 13 of Exhibit B to Consultant Agreement Reso. 2016-

- One (1) Draft PDF copy of each technical memorandum (study) for City / Caltrans review.
- One (1) Final PDF copy of each technical memorandum (study) for City / Caltrans review and approval.
- Five (5) Final copies for of each technical memorandum (study) for Caltrans NEPA processing.
- One (1) PDF copy of the Draft CE for Caltrans review and approval.

TASK 5: RIGHT-OF-WAY SUPPORT SERVICES

Task 5 assumes the assumes right of way support services will be needed for no more than two parcels.

Task 5.1: Real Estate Services Project Management

Interwest will manage the real property acquisition process throughout the life of the project, providing the team with regular, ongoing progress reports regarding the status of all right-of-way activities.

Deliverables:

Regular progress reports to Project team

Task 5.2: Right-of-Way Planning and Coordination

Interwest's initial action item will be to review the project plans and project scheduling information with key personnel and the engineering design team.

Deliverables:

- Acquisition Matrix
- Right-of-Way Timeline
- Pre-approved Acquisition Agreement and offer package documentation
- Order Preliminary Title Reports for the subject properties

Task 5.3: Appraisal Services

Interwest has partnered with Sierra West Valuation for appraisal services. This appraisal firm employs contemporary valuation methods set in the framework of California Eminent Domain law, Caltrans Right-of-Way Appraisal Standards, the Uniform Act of 1970 as amended, and the standards established in the Uniform Standards of Professional Appraisal Practice (USPAP) to arrive at estimates of just compensation.

The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation.

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Deliverables:

- Two (2) Appraisal Reports
- Two (2) Appraisal Summary Statements

Task 5.4: Appraisal Review

Interwest will ensure the appraisal meets minimal reporting requirements and follows case law for eminent domain in California. A Certificate of Review will be provided expressing the salient factual information in the review appraisal and a summary of the estimated fair market value/just compensation conclusions of the appraiser if the reviewer is in basic agreement with the appraiser's methodology and conclusion of value. Said reviews, consultations with the appraiser, and Certificates of Review will be completed in timely fashion so as not to delay project timelines and goals. To do so, open lines of communication between the City, the project team, and the fee appraiser are essential.

Deliverables:

Two (2) Certificates of Review

Task 5.5: Acquisition / Negotiation

Interwest staff will perform acquisition services for the City of Rocklin. Acquisition services include all contact with the property owner for the purpose of negotiating the acquisition of the real property interests.

Deliverables:

- Two (2) acquisition agreements
- Two (2) Grant Deeds

Task 5.6: Escrow Coordination

Assuming successful negotiations with the property owner are complete and acquisition documents are signed, the closing (escrow) process will begin, which involves coordinating with the City's designated title company.

Deliverables:

- Clear, as necessary, exceptions to title for parcel to be conveyed to the City
- Disbursement of sale proceeds to property owners

Task 5.7: Project Certification

Interwest recognizes that Right of Way Certification is a written statement summarizing the status of all right of way related matters pertaining to a proposed construction project. As part of the certification process, Interwest, in coordination with Kimley-Horn and Associates, Inc. and Associates, will provide a Right of Way Certification.

Deliverable:

One (1) Right of Way Certification

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TASK 6: UTILITY SUPPORT SERVICES

Utility Coordination

Kimley-Horn and Associates, Inc. will provide wet and dry utility coordination to support the project, including collection of readily available utility record information, preparation of letters, and general coordination.

Kimley-Horn and Associates, Inc. will coordinate with the Caltrans and utility companies to resolve utility conflicts obtain necessary certifications, approvals and agreements for utility relocations required by the project needs in accordance with the Local Assistance Procedures Manual (LAPM) Chapter 14 Utility Relocation, Kimley-Horn and Associates, Inc. will coordinate with Caltrans to obtain Right of Way Certification and NEPA approval.

Additionally, Kimley-Horn and Associates, Inc. will work with the City staff to identify new utility needs and obtain required certifications, agreements and approvals for new services.

Deliverables:

- New Service or Connection Requests
- Caltrans Utility Certification
- Caltrans Right of Way Certification.

TASK 7: FINALIZE DESIGN AND PREPARE BID DOCUMENTS

Work described under Task 7 will be completed for either the interim or ultimate roundabout design as defined in the RGAD. If the interim roundabout design is selected, design features and infrastructure needed for the ultimate roundabout design will be considered in the development of the final design and bid documents for the interim roundabout.

30% Design

Following the City's approval of the Technical Memorandum described in Task 3 and NEPA Compliance described in Task 4 is achieved, a 30% plan set will be prepared for the preliminary roadway alignment, profiles as needed to determine impacts, preliminary layouts, typical cross-sections, preliminary drainage and Stormwater quality elements, signing and striping, and conceptual lighting plans. Landscape plans will not be developed until 60%

An initial engineer's opinion of probable cost will be developed based on the 30% design plans. We will include any projected City costs for utility relocation. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

Deliverables

 30% Design Plans - One full size hard copy of the plans and four hard copies of half-size plans

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60%, Draft 100%, and Final PS&E

Kimley-Horn and Associates, Inc. will develop plans and Engineer's Opinion of Probable cost at 60%, Draft 100% and Final PS&E. Specifications shall be prepared at Draft 100%, and Final PS&E.

As part of this work, Kimley-Horn and Associates, Inc. will address the comments returned from the City's review of the previous deliverable. We assume that the City will circulate and summarize comments in a matrix that will be provided to Kimley-Horn and Associates, Inc.. Kimley-Horn and Associates, Inc. will address and/or reply to comments in the matrix and return this to the City ahead of the next deliverable package.

Roadway Design

Roadway plans will be updated to include geometric roadway and pavement design, including road, curb, and median plan and profile. Conform and tie-in work to existing streets and private driveways will be completed as part of this task. Erosion control will be designed as necessary. Notes, horizontal control, typical cross-sections, and construction details will be updated and refined as part of this task.

Drainage Design

Kimley-Horn and Associates, Inc. will prepare a drainage technical memorandum for submittal to the City. The document will adhere to the standards within West Placer County Water Design Manual, as well as City and County standards. The technical memorandum will provide calculations and documentation in regard to the existing site hydrology and hydraulics as well as how the proposed site will implement Stormwater treatment and hydromodification measures while incorporating LID Stormwater management principles and requirements.

Signing and Striping Design

Kimley-Horn and Associates, Inc. will update the signing and pavement delineation plans by coordinating with the City Traffic Engineer based on comments received from the previous design submittal. Plans will be prepared based on Caltrans standard pavement delineation details and signing will be based on the Manual of Uniform Traffic Control Devices California Edition, modified as required per City standards.

Electrical, and Lighting Design

Kimley-Horn and Associates, Inc. will update the street lighting plans based on comments provided on the previous design submittals and associated conceptual street lighting. Street and Pedestrian Lights will utilize the Caltrans 2010 Standard Plans and Standard Specifications, modified as required per City requirements.

Stage Construction and Traffic Handling Design

Kimley-Horn and Associates, Inc. will prepare Stage Construction and Traffic Handling plans, including detour plans if necessary, necessary for any long term lane closures and any short

Page 17 of Exhibit B to Consultant Agreement Reso. 2016term detours. The plans will be based on the Manual of Uniform Traffic Control Devices California Edition and Caltrans Traffic Manual, modified as required per City requirements.

Landscaping and Irrigation

Kimley-Horn and Associates, Inc. will prepare landscaping and irrigation plans for the 60% construction contract drawings. This will utilize the Caltrans 2010 Standard Plans and Specifications, in concert with City staff and their requirements.

Design will include landscaping within the center of the roundabout (if applicable) and within medians. We assume that landscape scope will be standard roadway landscaping.

We will meet with the City prior to starting 60% landscape design to understand the City's preferences on plant and hardscape options.

Kimley-Horn and Associates, Inc. estimates a total of 24 sheets, and anticipates submitting the following plan sheets as part of the 60%, Draft 100%, and Final PS&E submittals:

- Title Sheet (1)
- Abbreviations & General Notes (1)
- Typical Cross Sections (1)
- Plan and Profiles with Drainage Layout (5)
- Construction Details and Driveway Profiles (2)
- Demolition Plans (1)
- Erosion Control Plans (1)
- Utility Plan, Profiles, Details (3)
- Signing and Striping (1)
- Street Lighting (1)
- Stage Construction, Traffic Handling and Detour Plans (3)
- Landscaping Plan and Details (2)
- Irrigation Plan and Details (2)

Specifications (Draft 100%, and Final PS&E)

Kimley-Horn and Associates, Inc. will prepare a technical special provisions and contract documents (proposal). The base document that the special provisions will be based on is the Caltrans 2010 Standard Specifications. We will acquire and incorporate any City-specific technical provisions. We assume that the City will provide a standard City front-end boiler plate to the Special Provisions that will not require editing by Kimley-Horn and Associates, Inc..

Engineer's Opinion of Probable Costs (60%, Draft 100%, and Final PS&E)

 The engineer's opinion of probable construction costs will be updated for consistency with the plans. The opinion will include a percentage of contingency to assist in accounting for potential changes between the current plan submittal and project award.

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Final Bid Documents

Following the City's review and acceptance of the final PS&E proof set, final bid documents will be created. Final plans will be plotted on Mylar, stamped by the engineer of record, with a wet signature. Technical provisions will be stamped and signed by the engineers responsible for preparing them. A final opinion of probable cost will be provided.

Kimley-Horn and Associates, Inc. will utilize Caltrans and City documents as design standards, including, but not limited to, the following:

- FHWA Roundabouts: An Information Guide
- Caltrans Design Information Bulletin 80-01
- Caltrans Highway Design Manual
- City Standard Plans
- Caltrans 2010 Standard Specifications
- Caltrans 2010 Standard Special Provisions
- Caltrans Standard Plans

Deliverables:

- One full size hard copy of the plans 60%, Draft 100%, Final PS&E
- Four hard copies of half-size plans—60%, Draft 100%, Final PS&E
- Electronic copy of plans PDF format– 60%, Draft 100%, Final PS&E
- Engineer's Opinion of Probable Cost four hard copies, electronic copy in Excel format 60%
- Draft 100%, Final PS&E
- Specifications four hard copies, electronic copy in Word format Draft 100% and Final PS&E

TASK 8: PREPARE RECORD DRAWINGS

Kimley-Horn and Associates, Inc. will coordinate with the City and the Contractor to obtain from the contractor the red-lined drawings, recording the changes made in the field during construction. Kimley-Horn and Associates, Inc. will create a set of record drawings based on the obtained information. The record drawings will contain changes in color and the revisions will be stamped by the engineer of the record.

Deliverables:

- One full size hard copy of the as-built plans
- Electronic copy color PDF format

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Exhibit C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF CITY

City shall provide:

- Staff time to review contract submittals and conduct site meetings
- Office space for meetings, etc.

All existing studies, as-built plans and other documents related to the project will be available at the consultant's request





City Council Report

Subject: Amendment No. 3 to Professional Services Agreement with PSOMAS for Construction Management Services for the construction of the Hwy 65/Whitney Ranch Parkway Interchange Phase 1 and Whitney Ranch Parkway Extension.

Submitted by: Rick Forstall, Director Date: 9/13/2016

Justin Nartker, Deputy Director (Presenter)

Department: Public Services

• Staff Recommendation: It is recommended that the City Council of the City of Rocklin approve a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with PSOMAS for Construction Management for the Hwy 65/Whitney Ranch Parkway Interchange Phase 1 and Whitney Ranch Parkway Extension.

BACKGROUND:

Resolution No. 2016-171 was approved on June 28, 2016, authorizing the City Manager to execute Amendment No. 2 for PSOMAS. This amendment provided for additional construction, inspection, and management services for the State Route 65/Whitney Ranch Parkway Interchange Project estimated to be completed in July, 2016.

As part of this project, Placer County Water Agency (PCWA) requested that a waterline be installed in conjunction with construction. The City entered into an agreement whereby PCWA would reimburse the City for all "payments to the City's contractor(s) to install the AGENCY Facilities" and "The AGENCY shall be responsible to reimburse CITY for all payments to the contractor for approved change orders for extra work performed on the AGENCY Facilities." Due to continuing issues surrounding the waterline installation, additional days have been added to the contract to complete the Project. As a result the City will seek reimbursement for PSOMAS related charges. Both Teichert and PCWA will be responsible for the additional change order costs and will reimburse the City accordingly pursuant to our contract agreements. Although the interchange officially opened on September 9, 2016, the new estimated project completion and close out time frame as a result of these waterline related delays, is now estimated to be through the end of October, 2016.

Amendment No. 3 with PSOMAS would provide for the additional inspections and project close out support needed through the end of the project.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Project delays and additional work requested by Caltrans to provide source inspection of freeway signs, light poles, etc. which resulted in Council approval of Amendment No. 1, Resolution 2016-68, to extend PSOMAS's agreement to the end of June 2016. This increased the cost of the contract from \$1,065.444.00 to \$1,345,619.57.
- Amendment No. 2 with PSOMAS in the amount of \$127,000.00 plus a 15% contingency of \$19,050.00 provided construction and project close out support through the end of the project estimated to be July 16, 2016. This amendment increased the new contract amount to \$1,491,669.57.
- Due to continuing issues related to the initial waterline installation, additional days have been added to the complete the project and extending the project close out through the end of October, 2016.
- Pursuant to an agreement with PCWA, they will reimburse the City for all charges associated with the installation of the waterline.
- Currently Teichert is responsible for all associated delay costs through the liquidated damages process. Any costs not covered by Teichert will be reimbursed by PCWA.
- The resolution establishes the City Manager's change order authority at 15%.
- The recommended Amendment No. 3 with PSOMAS in the amount of \$60,000 plus a 15% contingency of \$9,000 would provide construction and project close out support through the end of the project. This will bring the new contract amount to \$1,560,669.57.
- The cost for Amendment No. 3 would be reimbursed, by PCWA and/or Teichert, through the dispute resolution process and liquidated damages with no anticipated fiscal impact to the City.

Conclusions & Recommendations:

• Staff recommends approval of Amendment No. 3 to the professional services agreement with PSOMAS for the Hwy 65/Whitney Ranch Parkway Interchange.

Fiscal Impact: Amendment No. 3 is for an additional \$60,000.00 plus a 15% contingency of \$9,000.00 however, this cost would be reimbursed through the dispute resolution process and liquidated damages resulting in no anticipated fiscal impact to the City. This project is funded out of the Traffic Circulation Impact fees (302) and may necessitate that a budget amendment be brought separately to Council for approval later in the fiscal year.

Ricky A. Horst, City Manager Reviewed for Content

R. A. d. S

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

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RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SR 65/WHITNEY RANCH PARKWAY INTERCHANGE PHASE 1 AND WHITNEY RANCH PARKWAY (PSOMAS, INC.)

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute Amendment No. 3 to the Professional Services Agreement with PSOMAS, Inc. for the SR 65/Whitney Ranch Parkway Interchange Phase 1 and Whitney Ranch Parkway to provide additional services for additional design, plan revisions and construction support services per Exhibit A and incorporated herein by this reference.

Section 2. The City Council hereby establishes the City Manager's Change Order Authority to 15% of the contract amount

PASSED AND ADOPTED this 13th Day of September, 2016, by the following vote:

Barbara Ivan	usich, City Clerk		
ATTEST:			
		Gregory A. Janda, Mayor	
ABSTAIN:	Councilmembers:		
ABSENT:	Councilmembers:		
NOES:	Councilmembers:		
AYES:	Councilmembers:		

EXHIBIT 1

AMENDMENT NO. 3

TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROCKLIN AND PSOMAS

RESOLUTION NO. 2014-14 DATED FEBRUARY 11, 2014

THIS AMENDMENT is entered into as of ______, 2016, by and between the City of Rocklin, a municipal corporation ("City"), and PSOMAS, Inc. ("Consultant"), who agree as follows:

RECITALS

- 1. City and Consultant entered into an agreement on February 11, 2014, in the amount not to exceed \$1,065,444.00 for providing the construction management services for the Phase 1 of the SR 65/Whitney Ranch parkway Interchange Phase 1(the "Professional Services Agreement").
- 2. On March 22, 2016 Amendment No. 1 was approved for additional construction support increasing the contract price to \$1,345,619.57.
- 3. On June 28, 2016 Amendment No. 2 was approved for additional construction support increasing the contract price to \$1,491,669.57.

AGREEMENT

- 4. Exhibit B of the Consultant Services Agreement is hereby amended to increase the contract price by \$60,000 plus a 15% contingency as described in Exhibit B of this Amendment 1, attached hereto and incorporated herein by reference.
- 5. Performance of the additional work and payment therefore shall be subject to all terms and conditions of the Agreement.

		CITY OF ROCKLIN A Municipal Corporation
	Ву:	Ricky A. Horst, City Manager
		PSOMAS, Inc.
	Ву:	
APPROVED AS TO FORM:		
DeeAnne Gillick Interim City Attorney		
ATTEST:		
Barbara Ivanusich City Clerk		

Executed as of the day first above stated:

EXHIBIT B

Payment for Services Rendered

Amendment No. 3 is for an amount not to exceed \$60,000.00 plus a 15% contingency amount of \$9,000.00 for a total not to exceed \$69,000.00. This brings the total contract amount to \$1,551,669.57.





City Council Report

Subject: Notice of Intent to Amend the Municipal Code to:

- 1) Revise Titles 16 and 17 to modify the requirements for development on nonconforming lots; and
- Revise certain sections of Title 17 to modify public hearing noticing requirements to improve consistency with the regulations of the California Government Code and established City policy.

Project No: ZOA2016-0001

Date: September 13, 2016

Submitted by:

Marc Mondell, Economic and Community Development Director

Bret Finning, Planning Services Manager Nathan Anderson, Associate Planner

Department: Economic and Community Development Department

Reso. No. 2016-

Staff Recommendation:

Approve a Resolution of Intent to initiate an amendment of the Rocklin Municipal Code to modify
Titles 16 and 17 regarding requirements for development on nonconforming lots and to revise
certain sections of Title 17 to modify public hearing noticing requirements.

BACKGROUND:

Nonconforming Lots

The Municipal Code currently regulates minimum parcel sizes required for development within Title 16 – Subdivisions. Section 16.12.010 states that development can only occur when the subject lot or parcel is of the minimum size for the zoning in which it is located, as regulated by Title 17. The property would not be considered to be a "buildable lot" unless it meets the minimum size requirements specified in the underlying zoning district.

There are a limited number of parcels in the older areas of the city which do not meet the minimum lot sizes which have been established as part of their subject zoning districts. These parcels are currently designated as "nonconforming" by Chapter 17.62 of the Code.

As currently written, these nonconforming parcels are considered undevelopable. Therefore any potential development would require the land owner(s) to go through a time-consuming entitlement process to rezone the property and/or to amend boundary lines in order to allow for any development on the land, regardless of whether all other applicable development standards are able to be met.

The proposed amendment would remove Section 16.12.010 from Title 16 and would insert revised regulations into Title 17 so that parcels of land which are below the minimum lot size would no longer be delineated as undevelopable. The revised language would allow development of these properties, provided that they were legally created, have approved access to a public way or private road easement, and are able to comply with all building height, lot coverage, and setback requirements set forth in their applicable zoning districts, or elsewhere within Title 17.

Public Noticing Requirements – Design Reviews

Public noticing requirements are regulated in several chapters of the Municipal Code, typically sorted by the section of the applicable entitlement. While some of these requirements are listed as specific numerical radii (e.g. all properties located within 300 feet from the project boundaries) others reference specific sections of the California Government Code. It has recently come to staff's attention that some of these references are to outdated sections of the Government Code, which in some cases have been preempted or no longer exist at all. Some sections of the City's code were also inadvertently left out when the City updated its overall noticing policies in 2011.

Currently, Section 65091 of the Government Code states that notice of hearing shall be mailed or delivered at least 10 days prior to the hearing to all owners of real property as shown on the latest equalized assessment roll within 300 feet of the real property that is the subject of the hearing. Staff is proposing to modify applicable sections of the Code which requires public hearing noticing to be consistent with the current Government Code requirements. This action is also considered a technical cleanup item consistent with the most recent direction given by the City Council regarding noticing procedures in 2011 (i.e., Resolution 2011-136).

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Current regulations detailed in Section 16.12.010 of the Municipal Code prohibit development of nonconforming lots which do not achieve the minimum parcel size, as determined by the underlying zoning district. Even if all other applicable development standards can be met, no potential for the development of these parcels currently exists without requiring additional entitlements.
- Several sections of the Municipal Code which regulate public hearing noticing requirements are inconsistent and reference outdated sections of the California Government Code. These sections

require updates for internal consistency and to provide uniformity with current Government Code standards and established City policies.

Conclusions:

- Modifying regulations pertaining to development of nonconforming lots would accomplish the following:
 - Provide additional flexibility to streamline the project review process;
 - o In certain cases, eliminate the need to process additional planning entitlements; and
 - o Allow development on lots which are currently designated as non-buildable when all other applicable development regulations can be achieved.
- Modifying regulations pertaining to public hearing noticing requirements would provide consistency with the current California Government Code, and City policy, as well as internal consistency throughout the Municipal Code regarding the noticing of development entitlements.

Recommendations:

 Staff recommends approval of a Resolution of Intent to initiate an amendment of the Rocklin Municipal Code to modify Titles 16 and 17 regarding requirements for development on nonconforming lots and to revise certain sections of Title 17 to modify public hearing noticing requirements.

Alternatives:

• The Council may choose not to initiate the amendments and retain the current regulations pertaining to both nonconforming lots and public hearing noticing requirements. Or, the Council may choose to amend one but not the other.

Fiscal Impact:

• No fiscal impact is anticipated to be associated with the amendment of either of these requirements.

Ricky A. Horst, City Manager Reviewed for Content

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DeeAnne Gillick, Deputy City Attorney Reviewed for Legal Sufficiency

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RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF INTENT TO INITIATE AN AMENDMENT OF THE ROCKLIN MUNICIPAL CODE
TO MODIFY SECTIONS OF TITLES 16 AND 17 REGARDING REQUIREMENTS FOR DEVELOPMENT
ON NONCONFORMING LOTS AND TO REVISE CERTAIN SECTIONS OF TITLE 17 TO MODIFY
PUBLIC HEARING NOTICING REQUIREMENTS

ZOA2016-0001

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

<u>Section 1</u>. The City Council of the City of Rocklin finds and determines as follows:

Current regulations detailed in Section 16.12.010 of the Municipal Code prohibit development of lots which do not achieve the minimum parcel size, as determined by the underlying zoning district. Even if all other applicable development standards can be met, no potential for the development of these parcels currently exists without requiring additional planning entitlements.

Several sections of the Municipal Code which regulate Public Hearing Noticing requirements are inconsistent and reference outdated sections of the California Government Code and City policies. These sections require updates for internal consistency and to provide uniformity with current Government Code regulations.

<u>Section 2</u>. The City Council hereby authorizes and directs staff to prepare and process an amendment to the Rocklin Subdivision and Zoning Ordinances which amendments shall address the specific terms listed in Section 1, above.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

	AYES: NOES: ABSENT: ABSTAIN:	Councilmembers: Councilmembers: Councilmembers: Councilmembers:		
			Gregory A. Janda, Mayor	
ATTES'	Т:			
Barbar	a Ivanusich, Cit	ty Clerk		

 $P:\PUBLIC PLANNING FILES_PROJECT FILES\ZOA \ Nonconforming Parcels and Noticing\\Meeting Packets\CC 9-13-16\ROI - ZOA \ Nonconforming Parcels and Noticing (CC 9-13-16) - revised.docx$





City Council Report

Subject: Appointment to the Board of Appeals

Submitted by: Barbara Ivanusich, City Clerk

Date: September 13, 2016

Department: Administration

• Staff Recommendation: Approve Resolution of the City Council of the City of Rocklin Amending Resolution No. 2016-150 Making Appointments to the Various Boards and Commissions to Appoint a Member of the Board of Appeals

BACKGROUND:

On July 1, 2016, a vacancy occurred on the Board of Appeals. A Notice of Vacancy was published shortly thereafter. One application was received on July 28, 2016, by Bret Hunter. Mr. Hunter's qualifications meet those required to serve as a member on the Board of Appeals.

Traditionally Boards and Commissions' members are formally interviewed by the City Council. As only one application was submitted, staff recommends appointing Bret Hunter as a member of the Board of Appeals. Mr. Hunter will be present at the Council Meeting to answer any questions.

RECOMMENDATIONS

Staff recommends approving a Resolution of the City Council of the City of Rocklin Amending Resolution No. 2016-150 to appoint Bret Hunter to the Board of Appeals. If Council approves the resolution, Mr. Hunter will be sworn into office at the meeting.

Ricky A. Horst, City Manager Reviewed for Content

R. A. H.

DeeAnne Gillick, City Attorney Reviewed for Legal Sufficiency

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RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING RESOLUTION NO. 2016-150 MAKING APPOINTMENTS TO THE VARIOUS BOARDS AND COMMISSIONS TO APPOINT A MEMBER OF THE BOARD OF APPEALS

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

<u>Section 1</u>. The City Council of the City of Rocklin amends Resolution No. 2016-150 making appointments to the various boards and commission to appoint a member of the Board of Appeals as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:	Councilmembers:	
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	
		Gregory A. Janda, Mayor
ATTEST:		
Barbara Ivanu	sich, City Clerk	

EXHIBIT A

RMC Chapter 2	COMMISSION 2.36 & 2.40.040 //Four Year Term	
Appointee Term Expires		
Ken Broadway	6/30/18	
Carl Sloan	6/30/18	
Pierre Martinez	6/30/18	
Brian Whitmore	6/30/20	
Gregg McKenzie 6/30/20		

PARKS, RECREATION AND RMC Chapter 2.36 Resident of City/Fo	& 2.44.050		
Appointee Term Expires			
Chris Anderson	6/30/18		
Nancy Hartwell	6/30/18		
Twiana Armstrong-Bryant	6/30/20		
Jaime Richey	6/30/20		
Susanne Stockton	6/30/20		
Aliena Pitts (Youth, One Year Term)	6/30/17		

BOARD OF APPEALS Reso. No. 81-34 Four Year Term				
Appointee	Qualifications	Term Expires		
Christopher Smith	Construction Experience	6/30/18		
Theresa Parsley	Construction Experience	6/30/18		
Paul Ruhkala	Construction Experience	6/30/18		
Bret Hunter	Construction Experience	6/30/20		
Wijaya Perera Construction Experience 6/30/				

MOBILE HOME RENT REVIEW			
RMC Chapter 2.36 & 2.46 Article XII			
Resident of City/Four Year Term			
Appointee Term Expires			
CURRENTLY INACTIVE			



City Council Report and Public Financing Authority Report

Date: September 13, 2016



Subject: Resolution of the City Council of the City of Rocklin Approving Issuance and Sale of Lease Revenue Bonds by the Rocklin Public Financing Authority, and Approving Related Documents and Actions

Resolution of the Board of Directors of the Rocklin Public Financing Authority Approving Issuance and Sale of Lease Revenue Bonds, and Approving Related Documents and Actions

Submitted by: Kim Sarkovich, Assistant City Manager/CFO

Mary Rister, Finance Officer

Jason Johnson, Director of Admin. Services

Department: Administrative Services Reso. 2016- and Reso. 2016- PFA

Staff Recommendation:

Approve the Resolution of the City Council of the City of Rocklin Approving Issuance and Sale of Lease Revenue Bonds by the Rocklin Public Financing Authority, and Approving Related Documents and Actions.

Approve the Resolution of the Board of Directors of the Rocklin Public Financing Authority Approving Issuance and Sale of Lease Revenue Bonds, and Approving Related Documents and Actions

BACKGROUND:

In 2003, the City of Rocklin issued \$6,650,000 in Certificates of Participation (COP) for the purposes of financing a portion of the cost of construction and equipping a police building and related facilities, and to refinance the outstanding Certificates of Participation, ABAG 36, Series B. After the September 2016 debt service payment, the 2003 COP's will have a remaining balance of \$1,030,000, with a final maturity of September 2018.

On June 28, 2016, the City Council approved the City's 2016-2020 Capital Investment Plan. Included within this plan was the construction of a new Fire Station 1, remodeling of the existing Fire Stations 1 & 2, remodel of City Hall, Quarry Park Phase II, PD Radio Console Project and certain other capital investments (the Projects). Funding required for the Projects totaled approximately \$8.265 Million.

Due to current favorable interest conditions in the municipal bond market, City staff recommends refinancing the remaining 2003 COP's and to borrowing additional funds to finance the construction of the Projects.

Staff recommends issuing Lease Revenue Bonds (Bonds) which have a similar legal structure as Certificates of Participation but due to current market conditions carry a lower interest rate. (See attached memo from Fieldman, Rolapp & Associates.) As with the 2003 COP's the Bonds are being structured utilizing the Rocklin Public Finance Authority (Authority). The Rocklin Public Financing Authority was previously established for the purpose of assisting the City with financings.

City Financing Documents:

There are three financing documents required of the City for this transaction: Site Lease, Lease Agreement, and Official Statement.

The "Site Lease" is between the City and the Authority. Under the Site Lease, the City (lessor) will lease to the Authority three parcels comprising the main police facility and related parking (together, the "Leased Property"). The term of the Site Lease is the same as the term of the Lease Agreement. The Authority pays the City an "up front" single sum (generated from Bond proceeds) as a Site Lease Payment.

The "Lease Agreement" is between the City and the Authority. Under the Lease Agreement, the City agrees to lease back the Leased Property in exchange for payment by the City of semi-annual rental payments (the "Base Rental Payments"). In addition, the City agrees to annually budget for and appropriate the Base Rental Payments for the use and occupancy of the Leased Property. The City further agrees to provide specified forms of insurance and to take care of the Leased Property.

The "Official Statement" describes the Bonds and matters pertaining to the Bonds and is distributed to prospective buyers to provide them information needed for making a decision to buy the Bonds.

Rocklin Public Finance Authority Financing Documents:

There are six financing documents required of the Authority for this transaction: Site Lease, Lease Agreement, Assignment Agreement, Indenture, Official Statement and Sale Documents. The Assignment Agreement and the Indenture are agreements between the Authority and MUFG Union Bank, N.A. as trustee (the "Trustee").

Under the Assignment Agreement, the Authority assigns all of its entitlements under the other agreements to the Trustee, including most importantly the right to receive the Base Rental Payments for the holders of the Bonds. As a result of the Assignment Agreement, the Authority has no real on-going involvement in the financing.

Under the Indenture, the Trustee agrees to execute and deliver the Bonds to the original purchaser in exchange for the purchase price and to then apply the proceeds of the sale in accordance with the Indenture, which includes payment in full of the 2003 COP's and additional funds for the Projects. The additional funds go into a Construction Fund held by the Trustee. The funds are disbursed by the Trustee to pay for costs of the Projects in accordance with requisitions from the City.

City Council Report and Public Financing Authority Report September 13, 2016 Page 3

The Indenture further provides for the Trustee to receive directly from the City the Base Rental Payments, which are equal in amount to the interest and principal payment due to the Bond holders. The Trustee disburses the Base Rental Payments semiannually. Finally, the Indenture contains a set of provisions about actions the Trustee is authorized to take to protect the interest of the Bond holders in the event that the Base Rental Payments are not received on time.

The Sale Documents relate to the sale of the Bonds and include: Official Notice of Sale, Notice of Intention and Certificate of Award of Sale.

As with the 2003 COP's the City intends to use Capital Construction Impact Fees to pay the Base Rental Payments. Technically, the City may not pledge Capital Construction Impact Fee revenues to support the Base Rental Payments, because they are not guaranteed. Therefore, within the Bond documents the City's General Fund is the guaranteed source of payments. Historically, the City's General Fund has never had to pay the COP Base Rental Payments and in the future it is highly unlikely that the General Fund would need to pay the Base Rental Payments. At the end of 2016-2017 the Capital Construction Impact Fees fund is estimated to have \$1.4M in available funds.

The structure of the financing utilizes a 25 year term, estimated true interest cost of 2.641%, an estimated average annual debt service of \$532,757 and estimated additional capital of \$8 million. The City desired the new Bond to have an average annual debt service equal to or less than the 2003 COP's of \$573,000. By refunding the 2003 COP's the city is anticipating saving an estimated \$16,752 on the remaining 2003 COP's. The City has requested individual ratings for the Bonds from Fitch and Standard & Poors, with the credit presentation scheduled on August 31st. The Bonds will be sold through a competitive bid in late September with the closing expected in October.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS: Findings:

- On June 28, 2016 City Council adopted the 2016-2020 Capital Investment Plan, which noted the need to provide capital funding for the new Fire Station 1, remodel of the existing Fire Stations 1 & 2, remodel of City Hall, Quarry Park Phase II, PD Radio Console Project and certain other projects.
- Due to favorable interest rates in the Municipal Bond market, there is an opportunity to refund the 2003 COP's and provide additional capital funding for the Projects.
- Lease Revenue Bonds (Bonds) are being considered as the financing vehicle, as currently interest rates are lower under that structure.
- In order to possibly achieve the lowest available interest rate the Bonds will be competitively bid.
- Individual Bond Ratings have been requested from both Fitch and Standard & Poors.
- Given current market conditions, the anticipated 2016 Bonds are currently projected to carry a 25 year term, estimated par amount of \$9,240,000, an estimated true interest cost of 2.641%,

City Council Report and Public Financing Authority Report September 13, 2016 Page 4

have an estimated average annual Debt Service of \$532,757, estimated to provide additional capital of \$8 million and are estimated to save \$16,752 on the refunding of the 2003 COP's.

- The City financing documents are Site Lease, Lease Agreement and Official Statement. These documents are to be approved as to form, along with the approval for the sale of the Bonds, as evidenced by the attached City Resolution.
- The Authority financing documents are Site Lease, Lease Agreement, Assignment Agreement, Indenture, Official Statement and Sale Documents. These documents are to be approved as to form, along with the approval for the sale of the Bonds, as evidenced by the attached Authority Resolution.

Recommendations:

Staff recommends approval of Resolution of the City Council of the City of Rocklin Approving Issuance and Sale of Lease Revenue Bonds by the Rocklin Public Financing Authority, and Approving Related Documents and Actions.

Staff recommends approval of the Resolution of the Board of Directors of the Rocklin Public Financing Authority Approving Issuance and Sale of Lease Revenue Bonds, and Approving Related Documents and Actions.

Fiscal Impact:

Estimated savings of approximately \$ 16,752 on the 2003 COP's outstanding lease obligation. Estimated additional capital funds of \$8 million for construction of the Projects and a 25 year lease obligation with estimated average annual lease payment of \$532,757.

Ricky A. Horst, City Manager Reviewed for Content

R. A. du

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

Attachment:

• Memo from Fieldman, Rolapp & Associates



MEMORANDUM

To: City of Rocklin

From: Fieldman, Rolapp & Associates (Independent Financial Advisor / Municipal Advisor)

Re: Rationale for Utilizing Lease Revenue Bonds versus Certificates of Participation

Date: August 18, 2016

For the proposed financing, the Authority may issue Lease Revenue Bonds (LRBs) or Certificates of Participation (COPs). The City's involvement in either option will be the same: making lease payments to the Authority to repay either the LRBs or COPs. The primary difference between the options is essentially semantic—whether the securities issued are legally called a "Bond" or "COP". Some investors prefer a security called a Bond over COP and mistakenly perceive a Bond as a more secure credit. Therefore the rationale for utilizing the Lease Revenue Bonds is the expectation that investors prefer the LRB / "Bond" nomenclature, accepting a slightly lower interest rate as compared to COPs.

The underlying transaction structure from the perspective of both the City and an investor is substantially identical under either option. Under both structures, the Authority borrows money by issuing municipal securities to investors. The Authority's repayments over time to investors in both cases are from the same revenue source, constructed as lease payments based on the City's use of specific property.

The City's financial advisor, Fieldman, Rolapp & Associates, conducted an analysis comparing similar COPs and LRBs issued in 2015 and 2016 in California. The analysis confirmed that LRBs continue to have a minor yet consistent pricing advantage (i.e. lower interest rates) compared to COPs.

RESOLUTION NO. 2016-___



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING ISSUANCE AND SALE OF LEASE REVENUE BONDS BY THE ROCKLIN PUBLIC FINANCING AUTHORITY, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City of Rocklin (the "City"), County Placer, State of California, has previously caused to be executed and delivered the \$6,650,000 Certificates of Participation (City of Rocklin – Police Facilities and Refunding) dated December 1, 2003 (the "2003 Certificates"), for the purposes of financing a portion of the costs of construction and equipping a police building and related facilities and defeasing and prepaying then-outstanding Certificates of Participation, ABAG 36, Series B;

WHEREAS, due to favorable interest conditions in the municipal bond market the City has determined it is in the best interests of the City at this time to refinance its remaining obligations with respect to the 2003 Certificates, which may be prepaid without premium on any date, and to borrow additional funds to help to finance in whole or in part the acquisition, construction, renovation and remodeling of various public capital improvements on property owned by the City (collectively, the "Project");

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

WHEREAS, the City proposes to finance the Project from the proceeds of a new issue of lease revenue bonds by the Authority, designated Rocklin Public Financing Authority, 2016 Lease Revenue Bonds, in the maximum principal amount of \$12,000,000 (the "Bonds") and the City Council wishes at this time to approve the execution, delivery and sale of the Bonds and all documents relating thereto;

WHEREAS, as required by Section 6586.5 of the California Government Code, the City has caused publication of a notice of a public hearing on the financing of the public capital improvements included within the Project once at least five (5) days prior to the hearing in a newspaper of general circulation in the county; and

WHEREAS, the City Council held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing such public capital improvements; and

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

Section 1. Approval of Financing Plan and Related Documents. The City Council approves the Project as outlined above. To that end, the City Council approves each of the following financing documents in substantially the respective forms on file with the City, together with any changes therein or additions thereto deemed advisable and approved by the City Manager or the Assistant City Manager, Chief Financial Officer (each an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval:

- (a) Site Lease between the City and the Rocklin Public Financing Authority (the "Authority") whereby the City, as lessor, leases certain property and improvements (the "Leased Property") to the Authority, as lessee; and
- **(b)** Lease Agreement between the Authority, as lessor, and the City as lessee, whereby the Authority leases the Leased Property back to the City for the purpose of making lease payments to support the financing of the Project.

The Authorized Officers are hereby authorized and directed, individually or together, on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of each of the foregoing documents. The schedule of lease payments attached to the Lease Agreement shall correspond to the payments of principal and interest represented by the Bonds, to be determined upon the sale thereof as set forth in Section 2.

Section 2. Sale of the Bonds. The City Council hereby approves and concurs in the sale of the Bonds by the Authority at public sale, pursuant to the sale documents approved by resolution of the Board of Directors of the Authority.

Section 3. Official Statement. The City Council hereby approves the preliminary Official Statement describing the Bonds, in substantially the form on file with the City Clerk, together with any changes therein or additions thereto necessary or convenient to cause the preliminary Official Statement to describe accurately matters pertaining to the Bonds and the Authorized Officer is authorized and directed on behalf of the City to review the final form of preliminary Official Statement and to deem the preliminary Official Statement "near final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, prior to is distribution by the original purchaser of the Bonds. The municipal advisor of the City and the original purchaser of the Bonds at public sale are hereby authorized to distribute the "near final" preliminary Official Statement in connection with the marketing of the Bonds. Each Authorized Officer is hereby authorized and directed to approve any changes in or additions to the final form of such Official Statement as deemed advisable to cause the final Official Statement to describe accurately the Bonds and matters contained in the Sale Documents, the Lease Agreement, the Indenture related to the Bonds, and the related proceedings and actions, and to execute (or to cause to be so executed by the written designee of such officer) the final Official Statement for and in the name and on behalf of the City.

Section 4. Official Actions. The Mayor, the Authorized Officers, the City Clerk, the City Attorney and all other officers of the City are each authorized and directed in the name and on behalf of the City, individually or together, to make any and all assignments, certificates, requisitions, agreements (including a termination agreement), notices, consents, instruments of conveyance, warrants and other documents (including refunding instructions), 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 City 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 5. Findings Relating to Financing of Capital Facilities. The City Council hereby finds that issuance of the Bonds for the purpose of financing and acquiring the public capital improvements included within the Project will result in significant public benefits of the

type described in Section 6586 of the California Government Code, including, but not limited to, a more efficient delivery of City services to residential and commercial development and demonstrable savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs.

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

Section 7. Appointment of Municipal Advisor. Fieldman, Rolapp & Associates is hereby appointed municipal advisor in connection with issuance of the Bonds and the Authorized Officers, each acting alone, are hereby authorized to execute agreements for services with said firm relating to the Bonds.

Section 8. 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 13th day of September, 2016, by the following vote:

	AYES:	Councilmembers:			
	NOES:	Councilmembers:			
	ABSENT:	Councilmembers:			
	ABSTAIN:	Councilmembers:			
			CIT	Y OF	ROCKLIN
			Ву:		Gregory A. Janda, Mayor
ATTES	ST:				
	Barbara Iv	anusich, City Clerk			

RESOLUTION NO. 2016-___



RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROCKLIN PUBLIC FINANCING AUTHORITY APPROVING ISSUANCE AND SALE OF LEASE REVENUE BONDS, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Rocklin Public Financing Authority (the "Authority") was established to assist the City of Rocklin (the "City") in financings including the Project;

WHEREAS, the Authority previously executed and delivered \$6,650,000 Certificates of Participation (City of Rocklin – Police Facilities and Refunding) dated as of December 1, 2003 (the "2003 Certificates") to facilitate a lease financing of the City for the purposes of financing a portion of the costs of construction and equipping a police building and related facilities and defeasing and prepaying then-outstanding Certificates of Participation, ABAG 36, Series B;

WHEREAS, due to favorable interest conditions in the municipal bond market the City has determined it is in the best interests of the City at this time to refinance its remaining lease obligations supporting the 2003 Certificates, which may be prepaid without premium on any date, and to borrow additional funds to finance in whole or in part the acquisition, construction, renovation and remodeling of various public capital improvements on property owned by the City (collectively, the "Project");

WHEREAS, the City proposes to finance the Project from the proceeds of a lease financing supporting a new issue of lease revenue bonds by the Authority, designated Rocklin Public Financing Authority, 2016 Lease Revenue Bonds, in the maximum principal amount of \$12,000,000 (the "Bonds") and the Authority wishes at this time to approve the lease financing and the execution, delivery and sale of the Bonds and all documents relating thereto.

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

- **Section 1. Approval of Financing Plan and Related Documents.** The Board of Directors of the Authority approves the financing of Project on behalf of the City. To that end, the Board of Directors approves each of the following documents in substantially the respective forms on file with the Secretary of the Authority, together with any changes therein or additions thereto deemed advisable and approved by the Chairperson, the Chief Financial Officer or the Executive Director (each an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval:
 - (a) Site Lease between the City and the Authority whereby the City, as lessor, leases certain property and improvements (the "Leased Property") to the Authority, as lessee:
 - **(b)** Lease Agreement between the Authority, as lessor, and the City, as lessee, whereby the Authority leases the Leased Property back to the City for the purpose of making lease payments to support the financing of the Project;

- **(c)** Assignment Agreement between the Authority and MUFG Union Bank, N.A., as trustee (the "Trustee"), whereby the Authority assigns rights to receive payments under the Lease Agreement to the Trustee for the security of the Bonds; and
- (d) Indenture between the Authority and the Trustee, whereby the Trustee agrees to execute and deliver the Bonds and to apply the proceeds of the Bonds to pay for the Project and providing for terms and conditions of the Bonds.

The Authorized Officer are hereby authorized and directed, individually or together, on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of each of the foregoing documents. The schedule of lease payments attached to the Lease Agreement shall correspond to the payments of principal and interest represented by the Bonds, to be determined upon the sale thereof as set forth in Section 2.

Section 2. Sale of the Bonds. The Board of Directors of the Authority hereby approves the sale of the Bonds at public sale, all in accordance with the sale documents, the forms of which are attached hereto as Exhibit A and are hereby approved (collectively the "**Sale Documents**").

- (a) Sale. The Bonds shall be offered for sale pursuant to the terms contained in the Sale Documents and sold to the highest, best, responsible bidder according to the provisions of the Sale Documents, in the manner, on the date and at the hour specified therein. Provisions shall be made for cancellation postponement or rescheduling of the sale in the Sale Documents.
- **(b) Notice.** The Secretary of the Authority is hereby authorized and directed to cause notice of sale of the Bonds by publication of a notice substantially in the form contained in Exhibit A hereto in the *Bond Buyer*, a financial newspaper of statewide circulation, one time, which publication shall occur at least fifteen (15) days before such date of sale.
- (c) Award. Not later than the hour of 5:00 o'clock p.m. (Pacific Time) on the day of actual receipt of bids, the Authorized Officers are, individually and together, hereby authorized and directed to accept, on behalf of the Authority, the best responsive bid(s) for the Bonds, on the conditions that: the principal amount of the Bonds shall not exceed \$12,000,000; such bid shall provide a true interest cost of not to exceed 5% per annum and the underwriter's discount shall not be less than the 2% of the par amount thereof, or to reject all bids. If such true interest cost and price are acceptable to an Authorized Officer, such officer is hereby authorized and directed to complete and execute the Certificate of Award, substantially in the form contained in the Sale Documents and to provide completed and executed copies thereof to the successful bidder.
- **Section 3. Official Statement.** The Board of Directors of the Authority hereby approves the preliminary Official Statement describing the Bonds, in substantially the form on file with the Secretary, together with any changes therein or additions thereto necessary or convenient to cause the preliminary Official Statement to describe accurately matters pertaining to the Bonds and the Authorized Officer is authorized and directed on behalf of the Authority to review the final form of preliminary Official Statement and to deem the preliminary Official Statement "near final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, prior to is distribution by the original purchaser of the Bonds. The municipal advisor of the City

and the original purchaser of the Bonds at public sale are hereby authorized to distribute the "near final" preliminary Official Statement in connection with the marketing of the Bonds. Each Authorized Officer is hereby authorized and directed to approve any changes in or additions to the final form of such Official Statement as deemed advisable to cause the final Official Statement to describe accurately the Bonds and matters contained in the Sale Documents, the Lease Agreement, the Indenture and the related proceedings and actions, and to execute (or to cause to be so executed by the written designee of such officer) the final Official Statement for and in the name and on behalf of the Authority.

Section 4. 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 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED by the Board of Directors of the Rocklin Public Financing Authority at a regular

EXHIBIT A SALE DOCUMENTS

OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

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ROCKLIN PUBLIC FINANCING AUTHORITY (PLACER COUNTY, CALIFORNIA)

2016 LEASE REVENUE BONDS

Date of Sale:

[TBD], 2016 10:00 a.m., Pacific Time

BIDS TO BE RECEIVED VIA PARITY®

For further information, please contact the Authority's Municipal Advisor:

Tom Johnsen, Principal (949) 660-7311 tjohnsen@fieldman.com Paul Pender, Vice President (949) 660-7319 ppender@fieldman.com

Fieldman, Rolapp & Associates 19900 MacArthur Boulevard, Suite 1100 Irvine, California 92612

A copy of the Preliminary Official Statement may be obtained at:
www.munios.com

^{*} Preliminary, subject to change.

OFFICIAL NOTICE OF SALE

\$____ROCKLIN PUBLIC FINANCING AUTHORITY 2016 LEASE REVENUE BONDS

Notice is hereby given that all-or-none bids will be received by the Rocklin Public Financing Authority (the "Authority"), for the purchase of \$_____* par value lease revenue bonds designated as the "2016 Lease Revenue Bonds" (the "2016 Bonds"). The Authority is a joint powers authority formed pursuant to a Joint Exercise of Powers Agreement dated as of December 13, 1994, by and between the City of Rocklin (the "City") and the Redevelopment Agency of the City. For additional information on the Authority, the City and the purpose and security for the 2016 Bonds, prospective bidders are directed to the Preliminary Official Statement related to the 2016 Bonds described herein.

All electronic bids must be submitted via *Parity*®, the electronic bidding system, up to the time and date specified as follows:

TIME: 10:00 a.m., Pacific Time

DATE: [TBD], 2016

provided, however, that without further advertising, and so long as an electronic bid has not been accepted by the Authority, electronic bids via *Parity*® will be accepted at such time and place on [TBD], 2016 and each succeeding Business Day thereafter until the earlier of [TBD], 2016 or receipt by the Authority of an acceptable electronic bid for the 2016 Bonds.

This Official Notice of Sale (this "Notice") contains certain information for quick reference only, is not a summary of the issue and governs only the terms of the sale of, bidding for and closing procedures with respect to the 2016 Bonds. Bidders must read the entire Preliminary Official Statement relating to the 2016 Bonds to obtain information essential to making an informed investment decision.

DESCRIPTION OF THE 2016 BONDS AND FINANCING FRAMEWORK

Terms of the 2016 Bonds

The Authority has made available a Preliminary Official Statement relating to the 2016 Bonds, a copy of which has been posted to www.munios.com. The Preliminary Official Statement, including the cover page and all appendices thereto, provides certain information concerning the sale and delivery of the 2016 Bonds. Each bidder must have obtained and reviewed the Preliminary Official Statement prior to bidding for the 2016 Bonds.

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^{*}Preliminary, subject to change.

Issue

The 2016 Bonds will be dated the date of delivery, expected to be [July X, 2016], will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of the 2016 Bonds to the maturity of each of the 2016 Bonds at the rate or rates such that the interest rate shall not exceed 5.25% per annum, with interest payable starting on May 1, 2017 and semiannually on May 1 and November 1 of each year during the term of each of the 2016 Bonds. The 2016 Bonds mature as shown in the table below:

MATURITY (November 1) 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028	PRINCIPAL <u>AMOUNT</u> *	MATURITY (November 1) 2035 2036 2037 2038 2039 2040	PRINCIPAL <u>AMOUNT</u> *
2029			
2030			
2031			
2032			
2033			
2034			

Adjustment of Principal Amounts

The principal amounts of each maturity of 2016 Bonds set forth above reflect certain assumptions of the Authority and Fieldman, Rolapp & Associates, Inc., the Authority's Independent Registered Municipal Advisor (the "Municipal Advisor") with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder, the Authority reserves the right to increase or decrease the principal amount of each maturity of the 2016 Bonds, in \$5,000 increments of principal amounts. Such adjustment shall be made within 4 hours of the bid opening and in the sole discretion of the Authority. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change its bid price or the interest rate(s) in its bid for the 2016 Bonds. The Authority shall not be responsible for the effect of any such adjustment on the compensation to the successful bidder and will use its reasonable best efforts to maintain a proportionate level of compensation to the successful bidder. Bidders are advised to consider such a possible change in principal amounts when determining their bid on the 2016 Bonds.

^{*} Preliminary, subject to change.

Interest Rates

Interest will be calculated on the basis of a 360-day year composed of twelve 30-day months. The 2016 Bonds shall represent interest from their date at a rate or rates to be determined at the sale thereof, but no maturity of such 2016 Bonds shall exceed 5.25% per annum and the true interest cost of the 2016 Bonds shall not exceed [5.0%]. Interest on the 2016 Bonds is payable semiannually on [May 1 and November 1 in each year (the "Interest Payment Dates"); commencing November 1, 2016].

Bidders may specify any number of separate interest rates, and any rate may be repeated as often as desired; provided, however, that (i) each interest rate specified must be in a multiple of 1/20 of 1% or 1/8 of 1%; (ii) a zero rate of interest cannot be specified; (iii) each Bond shall bear interest from its dated date to its stated maturity date at the interest rate specified in the bid; (iv) all 2016 Bonds of the same maturity date shall bear the same rate of interest (with the exception of split coupons for 2016 Bonds of the same maturity, which is allowed; (v) no bid will be accepted which provides for the cancellation and surrender of any interest payment or for the waiver of interest or other concession by the bidder as a substitute for payment in full of the purchase price of the 2016 Bonds. Bids that do not conform to the terms of this paragraph will be rejected.

Option Redemption / Term Bonds Permitted

The 2016 Bonds are subject to optional and mandatory sinking fund redemption prior to their stated maturity, as follows:

- (a) Optional Redemption. The 2016 Bonds with stated maturities on or after November 1, 2027 shall be subject to redemption prior to their respective stated maturities, as a whole or in part on any date as directed by the Authority in a written request provided to the Trustee and by lot within each maturity in integral multiples of \$5,000, on or after November 1, 2026, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium. The 2016 Bonds with stated maturities prior to November 1, 2027 shall be not be subject to optional redemption prior to their maturities.
- (b) Mandatory Sinking Fund Redemption. Any bidder may, at its option, specify that one or more maturities of the 2016 Bonds will consist of **term bonds** which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the proposal of such bidder. In the event that the proposal of the successful bidder specifies that any maturity of 2016 Bonds will be term bonds, such term bonds will be subject to mandatory sinking fund redemption on November 1 in each year so designated in the proposal, in the respective amounts for such years, at redemption price equal to the principal amount thereof to be paid together with accrued interest thereon to the redemption date, without premium.

TERMS OF SALE

Basis of Award - Lowest True Interest Cost

The 2016 Bonds will be awarded to the responsible bidder whose bid produces the **lowest true interest cost** on the 2016 Bonds. The true interest cost specified in any bid will be that rate which, when used in computing the present value of principal and interest to be paid on all 2016 Bonds from the expected date of delivery, to their respective maturity dates, or mandatory sinking fund redemption dates in the case of term bonds, produces an amount equal to the purchase price (including any premium) specified in such bid. For purposes of computing the true interest cost represented by any bid, the purchase price specified in such bid shall be equal to the par amount of the 2016 Bonds plus any premium specified in such bid, and the true interest rate shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the 2016 Bonds. In the event of a tied bid, the procedure for determining the winning bid will be the toss of a coin to be conducted by the Authority among such bidders whose bids have produced the tie.

Bidders are requested to supply a calculation of the true interest cost of the 2016 Bonds to the Authority on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Authority.

All or None Bid

Any prospective purchaser may submit a bid for the 2016 Bonds, provided that if any of the 2016 Bonds are bid for, then all of the 2016 Bonds must be bid for.

Form of Bid / Electronic Bids Only

All bids for the 2016 Bonds must be unconditional and for not less than all of the 2016 Bonds offered for sale. Each bid must be in accordance with the terms and conditions set forth herein. Only electronic bids via PARITY® (the "Electronic Bidding System") will be accepted in accordance with this Notice until 10:00 a.m. Pacific Time, on the bid date. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control.

Bid Award Deposit

The winning bidder will be required to submit a **Bid Award Deposit equal to [\$95,000]** not later than 12:00 p.m. Pacific Time on the first business day following the bid date for the 2016 Bonds. The deposit shall be made by wire to an account of the Authority; wire instructions will be provided directly to the winning bidder. In the event a bidder's Bid Award Deposit is not received by the designated time, the underlying bid may be disqualified at the option of the Authority.

No interest will be paid by the Authority on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2016 Bonds, or in the event of the failure of a winning bidder to pay for the 2016 Bonds in compliance with the terms of the bid, at the option of the Authority, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the Authority.

Delivery and Payment

Delivery of the 2016 Bonds will be made to the Purchaser on the closing date for the 2016 Bonds, expected to be [TBD 22, 2016]. Payment of the purchase price (less the amount of the good faith deposit mentioned below) must be made in funds immediately available to the Authority.

Right to Modify or Amend

The Authority reserves the right to modify or amend this Notice including, but not limited to the right to adjust and change the aggregate principal amount of the 2016 Bonds being offered. Such notifications or amendments shall be made not later than 2:00 p.m. Pacific Standard Time on the business day immediately preceding the day of the bid opening and communicated through Thomson Municipal News and by facsimile transmission to any qualified bidder timely requesting such notice.

Right to Reject Bids or Waive Irregularities

The Authority reserves the right, in its discretion, to reject any and all bids and, to the extent permitted by law, to waive any irregularity or informality in any bid.

Right to Cancel, Postpone, or Reschedule Sale

The Authority reserves the right to cancel, postpone or reschedule the sale of the 2016 Bonds upon notice given through the Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* not less than eighteen (18) hours prior to the time bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the Authority shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* no later than eighteen (18) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Municipal Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

Registration of 2016 Bonds as to Principal and Interest and Place of Payment

The 2016 Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the 2016 Bonds, as described in the Preliminary Official Statement.

Purchaser's Closing Certificate

The Purchaser must deliver a Bidder's Certificate to the Authority as may be required by Bond Counsel dated the date of issuance of the 2016 Bonds, substantially in the form as provided in Attachment 1 to this Notice. The Purchaser shall further advise the Authority no later than one hour after award of the bid of such information regarding the reoffering price or prices at which the 2016 Bonds are reoffered to the general public.

CUSIP Numbers and Other Fees

Application for and cost of CUSIP numbers will be purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the 2016 Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the 2016 Bonds (see, "California Debt Advisory and Investment Commission" below).

California Debt Advisory and Investment Commission Fee

The successful bidder will be required, pursuant to state of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the 2016 Bonds.

Legal Opinion

The 2016 Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Jones Hall, A Professional Law Corporation, substantially in the form attached as an appendix to the Preliminary Official Statement related to the 2016 Bonds.

Tax-Exempt Status

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth therein, under existing law, the interest on the 2016 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The foregoing opinion is subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the 2016 Bonds. The Authority has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the 2016 Bonds. In the further opinion of Bond Counsel, interest on the 2016 Bonds is exempt from California personal income taxes.

Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the 2016 Bonds to the purchaser, the purchaser will be relieved of its responsibility to take delivery of and pay for the 2016 Bonds, and in that event its Bid Award Deposit will be returned.

No Litigation and Non-Arbitrage

The Authority will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the 2016 Bonds. The Authority will also deliver an arbitrage certificate covering its reasonable expectations concerning the 2016 Bonds and the use of proceeds thereof.

Right of Cancellation

The successful bidder will have the right, at its option, to cancel its purchase of the 2016 Bonds if the Authority fails to execute the 2016 Bonds and tender the same for delivery within 60 days from the date of the award thereof. In such event, the successful bidder will be entitled to the return of the deposit accompany the bid.

Qualification for Sale; Blue Sky

Compliance with blue sky laws shall be the sole responsibility of the successful bidder. The successful bidder will not offer to sell or solicit any offer to buy the 2016 Bonds in any jurisdiction where it is unlawful for such bidder to make such offer, solicitation or sale, and the bidder shall comply with the blue sky and other securities laws and regulations of the states and jurisdictions in which the bidder sells the 2016 Bonds.

Preliminary Official Statement and Final Official Statement

The Authority has made available a Preliminary Official Statement relating to the 2016 Bonds, a copy of which has been posted to www.munios.com. Such Preliminary Official Statement has been "deemed final" by the Authority for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion, including with respect to final pricing and related information which will be set forth in a final official statement (the "Official Statement"). The Authority shall deliver, at closing, a certificate, executed by appropriate officers of the Authority acting in their official capacities, to the effect that the facts contained in the Official Statement are true and correct in all material respects, and that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading.

By making a bid for the 2016 Bonds, the successful bidder agrees (1) to disseminate to all members of the underwriting syndicate copies of the Official Statement, including any supplements prepared by the Authority, (2) to promptly file a copy of the Official Statement, including any supplements prepared by the Authority, with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System, and (3) to take any and all other actions necessary to comply with applicable SEC rules and MSRB rules governing the offering, sale and delivery of its 2016 Bonds to ultimate purchasers. The Official Statement will only be made available electronically; no hard copies will be provided to the winning bidder.

Continuing Disclosure

In order to assist the Purchaser in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, the Authority will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and notice of the occurrence of certain enumerated events. A description of this undertaking and a form of the Continuing Disclosure Certificate is included in the Preliminary Official Statement.

A summary regarding the Authority's and its related entities, including the City's, past compliance with its continuing disclosure obligations is contained in the Preliminary Official Statement under the section "CONTINUING DISCLOSURE."

Ratings

Ratings from [Standard & Poor's Ratings Services and Fitch Ratings] have been assigned to the 2016 Bonds. The ratings are shown in the Preliminary Official Statement under the section "RATINGS."

Dated: TBD, 2016	ROCKLIN PUBLIC FINANCING AUTHORITY
	By:[Authorized Officer Title]

ATTACHMENT 1

BIDDER'S CERTIFICATE

\$[xx,xxx,000] Rocklin Public Financing Authority, 2016 Lease Revenue Bonds

The undersigned, on behalf of [insert winning bidder], as underwriter (the "Underwriter") of the above-captioned bonds (the "Bonds"), hereby confirms that, based on records and other information available to us which we have no reason to believe is not correct:

the Bonds to the substantial amo maturity) to the houses, brokers wholesalers) in case of Bonds	Based upon reasonable expectations and actual facts which existed on [TBD 22], and date upon which the Rocklin Public Financing Authority (the "Authority") sold be Underwriter (the "Sale Date"), the Underwriter reasonably expected to first sell a pount of each maturity of the Bonds (being at least ten percent (10%) of each actual public (for purposes of this Certificate, "general public" excludes bond as or similar persons or organizations acting in the capacity of underwriters or a bona fide public offering at the prices (the "Initial Offering Prices"), or in the sold on a yield basis, at the respective yields set forth in Schedule 1 attached this reference incorporated herein (these prices are also shown on the cover of the ent).	
(ii)	The aggregate of the Initial Offering Prices is \$	
(iii) the general pub	As of the Sale Date, 100% of the Bonds of each maturity were actually offered to lic in a bona fide public offering for the Initial Offering Prices.	
	As of the Sale Date, the Underwriter, taking into account then prevailing market no reason to believe any of the Bonds would be initially sold to the general public r than or, in the case of Bonds sold on a yield basis, yields lower than, the Initial	
(v) of each maturity	As of the Sale Date, the Underwriter was unable to sell at least ten percent (10%) y of the Bonds to the general public for the respective Initial Offering Prices.	
(vi) Prices do not ex of the Sale Date	In our opinion, based on then prevailing market conditions, the Initial Offering acceed the fair market value of said maturities of the Bonds to the general public as ex.	
Dated:		
	As Underwriter	
	By [Name] [Title]	

SCHEDULE 1

Maturity Date (November 1)	Principal <u>Amount</u>	Interest Rate	Reoffering Price (%)*
2017 2018			
2018			
2019			
2020			
2021			
2022			
2023			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			

^{*}Stated as percentage of par

NOT	ICE	OF	INT	EN	TIC	N

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ROCKLIN PUBLIC FINANCING AUTHORITY 2016 LEASE REVENUE BONDS

NOTICE IS HEREBY GIVEN that the Rocklin Public Financing Authority (the "Authority"), intends to offer for public sale on

[TBD], 2016

[\$xx,xxx,000]* principal amount of bonds of the Authority designated as "Rocklin Public Financing Authority, 2016 Lease Revenue Bonds (the "2016 Bonds") subject to the terms and conditions of the Official Notice of Sale. Bids shall be submitted only as electronic bids through the Ipreo LLC's PARITY® System ("Parity"). Bids must be submitted no later than 10:00 a.m. Pacific Time (or on such other date and time as may be determined by the Authority as provided below).

An electronic copy of the Preliminary Official Statement and Notice of Sale can be obtained at munios.com or upon request to Fieldman, Rolapp & Associates, Municipal Advisor to the Authority, via email: ppender@fieldman.com.

The Authority reserves the right to cancel or reschedule the sale of the 2016 Bonds upon notice given through Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or The Bond Buyer as further described in the Notice of Sale.

Dated:,	2016
	/s/
	[officer title with Authority]
	Rocklin Public Financing Authority

^{*} Preliminary, subject to change.

CERTIFICATE OF AWARD OF SALE

ROCKLIN PUBLIC FINANCING AUTHORITY 2016 LEASE REVENUE BONDS

With respect to the captioned bonds (the "Bonds") the undersigned certifies as follows:

1. I am the ______ of the City of Rocklin (the "City"), and makes the cation for and on behalf of the pursuant to the authorization and direction contained

of the Cit	ty of Rocklin (the "City"), and makes this
e pursuant to the	authorization and direction contained in
Council of said Ci	City, adopted on, 2016.
2016, proposals	s for the purchase of the Bonds, as
	d opened in accordance with the Official
Bonds.	
reby awarded to:	
), the Original Purchaser's proposal being
•	od of calculation therefor contained in the
	%. The maturity schedule for the sale,
between the Origi	inal Purchaser and the City, is shown in
•	of Bids in Attachment II, other than that of
ected.	
01.6	D
J10	By
	2016, proposals were received an Bonds. reby awarded to: riginal Purchaser" ined by the methoderest Cost between the Original Purchaser.

CERTIFICATE OF AWARD OF SALE

ROCKLIN PUBLIC FINANCING AUTHORITY
2016 LEASE REVENUE BONDS

Attachment I

MATURITY SCHEDULE

Maturity Interest

Date (Nov. 1) Principal Rate

CERTIFICATE OF AWARD OF SALE

*____ROCKLIN PUBLIC FINANCING AUTHORITY 2016 LEASE REVENUE BONDS

Attachment II

SUMMARY OF BIDS

Name of Bidder

Bidder's True Interest Cost (TIC)





City Council Report

Subject: Front Yard Maintenance - Informational Item

Date: September 13, 2016

Submitted by: Marc Mondell, Economic and Community Development Director

Laura Webster, Director Office of Long Range Planning

Sherry Palmer, Permit Center Supervisor

Department: Economic & Community Development

Information Request

At the July 26, 2016 City Council Meeting staff was asked to bring forward an informational report regarding the increasing lack of front yard maintenance (dead lawns in particular) within select Rocklin neighborhoods and possible means to incentivize front yard maintenance.

Background and Discussion

It appears there's been an increase in the number of homeowners willing to allow their front lawns to die in favor of replacing with mulch or other materials. Some homeowners have indicated it's in response to ongoing drought conditions while others have indicated it's a means to lower cost and time spent with yard maintenance.

The City's current ordinance (see highlights below) does require maintenance but only to the extent that a nuisance doesn't occur which is different than requiring affirmative maintenance of a healthy and full lawn. One option for addressing this concern is to strengthen the City's ordinance and enforcement however it may be difficult to require a higher standard of compliance given that state law strongly encourages the use of alternative water efficient landscaping materials and prohibits local jurisdictions from making certain restrictions.

Council may recall that staff recently took more of an educational approach by working with a consultant to prepare several landscape templates (see attached) in compliance with state law intended to provide design guidance to professionals but is also provided to homeowners. To further this effort, staff has recently approached Green Acres Nursery about the possibility of assisting the City with the creation of a "pilot" contest to incentivize front yard maintenance in accord with the templates. This contest could include two categories of awards (design and construction) beginning this Fall and ending late Spring of next year. Other organizations may be approached about potential partnership and assistance.

City Council Report September 13, 2016 Page 2

8.04.020 - Unlawful property nuisances.

It is unlawful for any person owning, leasing, renting, occupying or having charge or possession of any property in the city to maintain or to allow to be maintained such property in such manner that any of the following conditions are found to exist thereon, except as may be allowed by this code:

- A. Broken or discarded furniture, household equipment and furnishings or shopping carts on the property so as to be visible from a public street;
- B. Overgrown vegetation visible from a public street likely to harbor rats, vermin or other nuisances or which obstructs the view of drivers on public streets or private driveways, or which impedes, obstructs or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights of way;
- C. Dead, decayed, diseased or hazardous trees, weeds, or other vegetation constituting unsightly appearance, dangerous to public safety and welfare and visible from a public street;
- D. Packing boxes, cardboard boxes, lumber, junk, trash, barrels, drums, salvage materials, or other debris kept on the property for an unreasonable period and visible from a public street;
- E. Attractive nuisances dangerous to children and other persons, including abandoned, broken or neglected equipment, machinery, appliances, refrigerators and freezers, hazardous pools, ponds and excavations;
- F. Personal property, such as vehicles, boats, trailers or vehicle parts which are abandoned or left in a state of partial repair for an unreasonable period of time in front yards, side yards, driveways, sidewalks or walkways and visible from a public street;
- G. Vehicles parked or stored in residential zoning districts on property, other than on driveways or other impervious surfaces, and visible from a public street;
- H. Buildings which are abandoned, partially destroyed, left in an unreasonable state of partial construction or have been declared substandard or dangerous by the building official;
- I. Unpainted buildings and those having dry rot, warping or termite infestation. Any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping or termite infestation as to render the building unsightly and in a state of disrepair;
- J. Buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass, which constitutes a hazard and/or invites trespassers and malicious mischief. Plywood or other material used to cover such window space, if permitted under this code, shall be painted in a color or colors compatible with the remainder of the building;
- K. Building exteriors, walls, fences, driveways, sidewalks or walkways which are maintained in such condition as to become defective or unsightly or are materially detrimental to nearby properties and improvements;
- L. Construction equipment, farm machinery, or machinery of any type or description parked or stored on the owner's property when it is visible from a public street, except:
 - 1. During excavation, construction or demolition operations covered by an active building permit which are in progress on the subject property or an adjoining property,
 - 2. During active farming operations, or
 - 3. When such machinery in an agricultural or industrial zoning district is appropriately stored;
- M. Property which lacks appropriate landscaping, turf or plant material so as to cause excessive dust;
- N. The keeping, storing, depositing or accumulation for an unreasonable period of time of dirt, sand, gravel, concrete, and other similar materials, which manner of keeping, storing, depositing or accumulation constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses;
- O. Maintenance of property so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment or use of such adjacent properties.

City Council Report September 13, 2016 Page 3

Conclusion

Front yard maintenance is important to protect neighborhood character. In some cases it appears the City's ordinance and homeowner association regulations may be insufficient to ensure front yard maintenance. Therefore, the establishment of a "pilot" front yard maintenance contest may help to achieve a greater level of compliance than through code enforcement means alone.

Staff is looking for feedback from the City Council regarding whether this issue raises a desire for action of some kind on the part of the City and if so any preferences in terms of a contest or more regulatory approach.

Attachments

City of Rocklin Landscape Templates

Ricky A. Horst, City Manager Reviewed for Content

R. A. Hours

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

Deelma Gillich

VERY LOW VERY LOW

NODDING NEEDLEGRASS PURPLE NEEDLEGRASS

FRONT YARD LANDSCAPE EXAMPLES

UNDESIRABLE



DESIRABLE





CODES AND DESIGN GUIDELINES OF ROCKLIN

TREE SETBACKS

- 6' DISTANCE FROM CONCRETE WALKS AND 7' HEIGHT CLEAR 10' DISTANCE FROM DRIVEWAYS/FIRE HYDRANTS 4' DISTANCE FROM UTILITIES

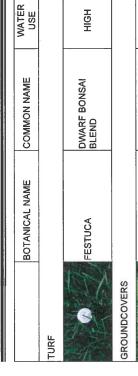
LANDSCAPE COVERAGE

- 75% PLANTING COVERAGE IS REQUIRED AT MATURITY. ONE TREE PER RESIDENTIAL LOT IS REQUIRED.

FRONT YARD LANDSCAPING DESIGN INTENT

- CREATE ATTRACTIVE STREETSCAPES AND INTEREST USING A VARIETY OF PLANT SIZES AND TEXTURES.
 CREATE SHADE, SOFTEN HARDSCAPES AND PROVIDE SEASONAL COLOR. REDUCE CREATION OF HEAT ISLANDS IN SUBURBAN ENVIRONMENTS.

TURF / GROUNDCOVER FOOTPRINT







MEDIUM

CREEPING RED FESCUE

LOW

JUNE GRASS

LOW

BENTGRASS

LOW

CAPE WEED DYMONDIA

Ρ













MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) FRONT YARD LANDSCAPE CONCEPTS

CITY OF ROCKLIN

ROCKLIN

Packet Pg. 302

USE WATER PLAN

PLAN

TYPICAL LANDSCAPE LOT SIZE = 800 S.F.

LOW WATER USE PLANTS WITH PRESSURE COMPENSATING DRIP IRRIGATION

WATER

DESCRIPTION

SYMBOL

EGEND

LOW

LOW LOW ρ ΓOW

> FLOWERING GROUNDCOVER 12"-18" TALL ACCENT SHRUB

CARRES :

GARAGE

ALIO CARRE

0

GROUNDCOVER

EVERGREEN

Pow

- 4" TALL SHRUB 2' - 3' TALL SHRUB

9

HIGH WATER USE TURF WITH LOW FLOW STREAM ROTARY SPRAYS

WATER USE CALCULATION:

TOTAL LANDSCAPE AREA

PORCH

MAXIMUM ALLOWED WATER ALLOWANCE (MAWA) = 14,240 GALLONS PER YEAR

ESTIMATED TOTAL WATER USE (ETWU) = 14,100 GALLONS PER YEAR = 99% OF MAWA

600 S.F. 75% 200 S.F. 25% LOW WATER USE AREA (PLANT FACTOR 0.3) = HIGH WATER USE AREA (PLANT FACTOR 0.8) =

WATER USE CALCULATIONS

HGH

TURF / SOD

HEADER

WOOD FENCE AND GATE

1

CONCRETE

MAXIMUM ALLOWED WATER ALLOWANCE (MAWA)

ETo x 0.62 x (ETAF x LANDSCAPE AREA) = GALLONS PER YEAR

ETO = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)
0.62 = CONVERSION FACTOR (TO GALLONS PER SQUARE FOOT)
ETAF = ET ADUSTMENT FACTOR = 0.55 FOR RESIDENTIAL LANDSCAPES
LANDSCAPE AREA = SQUARE FEET

ESTIMATED TOTAL WATER USE (ETWU)

ETo x 0.62 x (ETAF x LANDSCAPE AREA) = GALLONS PER YEAR

SETBACK 6'-0"

ETO = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)

6.22 = CONVERSION FACTOR (TO GALLONS PER SQUARE FOOT)

ETAF = ET ADJUSTMENT FACTOR = PLANT FACTOR / IRRIGATION EFFICIENCY

LANDSCAPE AREA = SQUARE FEET

CALCULATION FACTORS USE WATER

ANNUAL EVAPOTRANSPIRATION (ET0) RATE: 52.2 = CITY OF ROCKLIN

0.81 = PRESSURE COMPENSATING DRIP 0.75 = STREAM ROTARY SPRAYS ROCKLIN = WUCOLS CENTRAL VALLEY

IRRIGATION EFFICIENCY:

REGION:

PLANT FACTOR*

0.0 to 0.1 = VERY LOW WATER USE 0.1 to 0.3 = LOW WATER USE 0.4 to 0.6 = MEDIUM WATER USE 0.7 to 1.0 = HIGH WATER USE

*FOR THE PURPOSES OF DEVELOPING WATER USE OPTIONS, THE HIGHEST PLANT FACTOR HAS BEEN SELECTED FOR SHRUBS, TREES AND RECUNDENCYER, A PLANT FACTOR OF 0.8 HAS BEEN SELECTED FOR TURF (BONSAI FESCUE BLEND), FINAL PLANT SELECTION MAY AFFECT CALCULATION AND WATER USE OUTCOME.







PLAN 1 - EXAMPLE WITH TURF SCENARIO

Stantec Stantec



ROCKLIN

CALIFORNIA

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)

CITY OF ROCKLIN

FRONT YARD LANDSCAPE CONCEPTS

USE WATER 2 PLAN

IYPICAL LANDSCAPE LOT SIZE = 800 S.F.

LOW WATER USE PLANTS WITH PRESSURE COMPENSATING DRIP IRRIGATION

WATER

DESCRIPTION

ρ

NO

SMALL ACCENT TREE

•

NO LOW LOW LOW LOW

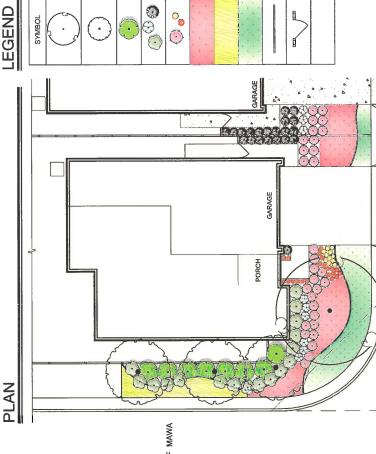
4' - 5' TALL SHRUB - 4' TALL SHRUB

HIGH WATER USE TURF WITH LOW FLOW STREAM ROTARY SPRAYS

WATER USE CALCULATION:

MAXIMUM ALLOWED WATER ALLOWANCE (MAWA) = 14,240 GALLONS PER YEAR

ESTIMATED TOTAL WATER USE (ETWU) = 14,100 GALLONS PER YEAR = 99% OF MAWA



HGH

TURF / SOD

HEADER

FLOWERING GROUNDCOVER 12"-18" TALL ACCENT SHRUB

0

GROUNDCOVER

EVERGREEN

WOOD FENCE AND GATE

1

CONCRETE

VISIBILITY TRIANGLE
(30" HT PLANTS, MAXIMUM)



DESIRABLE



PLAN 2 - EXAMPLE WITH TURF SCENARIO



TOTAL LANDSCAPE AREA =

LOW WATER USE AREA (PLANT FACTOR 0.3) = 600 S.F. 75%HIGH WATER USE AREA (PLANT FACTOR 0.8) = 200 S.F. 25%

WATER USE CALCULATIONS

MAXIMUM ALLOWED WATER ALLOWANCE (MAWA)

ETO x 0.62 x (ETAF x LANDSCAPE AREA) = GALLONS PER YEAR

ETO = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)
0.62 = CONVERSION FACTOR (TO GALLONS PER SQUARE FOOT)
ETAF = ET ADJUSTMENT FACTOR = 0.55 FOR RESIDENTIAL LANDSCAPES
LANDSCAPE AFRA = SQUARE FEET

ESTIMATED TOTAL WATER USE (ETWU)

ETo x 0.62 x (ETAF x LANDSCAPE AREA) = GALLONS PER YEAR

ETO = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)

SCZ = CONVERSION FACTOR (TO GALLONS PER SQUARE FOOT)

ETAF = ET ADJUSTMENT FACTOR = PLANT FACTOR / IRRIGATION EFFICIENCY
LANDSCAPE ARRA = SQUARE FEET

CALCULATION FACTORS WATER USE

ANNUAL EVAPOTRANSPIRATION (ETG) RATE: 52.2 = CITY OF ROCKLIN

0.81 = PRESSURE COMPENSATING DRIP 0.75 = STREAM ROTARY SPRAYS ROCKLIN = WUCOLS CENTRAL VALLEY

IRRIGATION EFFICIENCY:

PLANT FACTOR*:

0.0 to 0.1 = VERY LOW WATER USE 0.1 to 0.3 = LOW WATER USE 0.4 to 0.6 = MEDIUM WATER USE 0.7 to 1.0 = HIGH WATER USE

*FOR THE PURPOSES OF DEVELOPING WATER USE OPTIONS, THE HIGHEST PLANT FACTOR HAS BEEN SELECTED. FINAL PLANT SELECTION MAY AFFECT CALCULATION AND WATER USE OUTCOME.

CITY OF ROCKLIN

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) FRONT YARD LANDSCAPE CONCEPTS

ROCKLIN

CALIFORNIA

- WATER USE ന PLAN

TYPICAL LANDSCAPE LOT SIZE = 800 S.F.

- LOW WATER USE PLANTS WITH PRESSURE COMPENSATING DRIP IRRIGATION
- MEDIUM WATER USE PLANTS WITH LOW FLOW STREAM ROTARY SPRAYS

WATER USE CALCULATION:

TOTAL LANDSCAPE AREA =

LOW WATER USE AREA (PLANT FACTOR 0.3) = $475 \, \mathrm{S.F.}$ 60% MEDIUM WATER USE AREA (PLANT FACTOR 0.6) = $325 \, \mathrm{S.F.}$ 40%

MAXIMUM ALLOWED WATER ALLOWANCE (MAWA) = 14,240 GALLONS PER YEAR

ESTIMATED TOTAL WATER USE (ETWU) = 14,100 GALLONS PER YEAR = 99% OF MAWA

WATER USE CALCULATIONS

MAXIMUM ALLOWED WATER ALLOWANCE (MAWA)

ETo x 0.62 x (ETAF x LANDSCAPE AREA) = GALLONS PER YEAR

ETO = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)
0.62 = CONVERSION FACTOR (TO GALLONS PER SQUARE FOOT)
ETAF = ET ADJUSTMENT FACTOR = 0.55 FOR RESIDENTIAL LANDSCAPES
LANDSCAPE AFRO = SQUARE FEET

ESTIMATED TOTAL WATER USE (ETWU)

ETo x 0.62 x (ETAF x LANDSCAPE AREA) = GALLONS PER YEAR

0.62 = CONVERSION FACTOR (TO GALLONS) PER SQUARE FOOT) ETAF = ET ADJUSTMENT FACTOR = PLANT FACTOR / IRRIGATION EFFICIENCY LANDSCAPE AREA = SQUARE FEET ETo = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)

WATER USE CALCULATION FACTORS

ANNUAL EVAPOTRANSPIRATION (ET0) RATE: 52.2 = CITY OF ROCKLIN

0.81 = PRESSURE COMPENSATING DRIP 0.75 = STREAM ROTARY SPRAYS

IRRIGATION EFFICIENCY

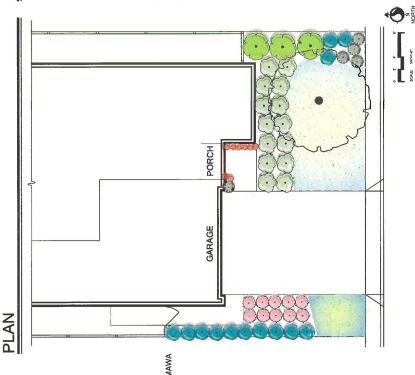
REGION:

PLANT FACTOR*

ROCKLIN = WUCOLS CENTRAL VALLEY

0.0 to 0.1 = VERY LOW WATER USE 0.1 to 0.3 = LOW WATER USE 0.4 to 0.6 = MEDIUM WATER USE 0.7 to 1.0 = HIGH WATER USE

*FOR THE PURPOSES OF DEVELOPING WATER USE OPTIONS, THE HIGHEST PLANT FACTOR HAS BEEN SELECTED. FINAL PLANT SELECTION MAY AFFECT CALCULATION AND WATER USE OUTCOME.



MEDIUM

%

0

WOOD FENCE AND GATE

CONCRETE

WATER

DESCRIPTION

SYMBOL

-EGEND

ΓOM

LOW ΡOW LOW

4' - 5' TALL SHRUB - 3' TALL SHRUB 12"-18" TALL ACCENT SHRUB GROUNDCOVER







PLAN 3 - EXAMPLE WITH NO TURF SCENARIO

ROCKLIN CALIFORNIA

FRONT YARD LANDSCAPE CONCEPTS

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) CITY OF ROCKLIN

Stantec

IRRIGATION AND PLANT EXAMPLES

NEW ZEALAND FLAX LAMB'S EARS SOCIETY GARLIC VERBENA PENSTEMON ROSEMARY LANTANA HYBRIDS LIPPIA NODIFLORA 'KURAPIA' OSTEOSPERMUM COTONEASTER DAMMERI GROUNDCOVER BACCHARIS JUNIPERUS LOWFAST

ACACIA DWARF COYOTE BRUSH BEARBERRY COTONEASTER

CAPE WEED AFRICAN DAISY

PERENNIALS & GRASSES FESTUCA CALIFORNICA LIMONIUM VULGARE IRIS DOUGLASIANA PHORMIUM TENAX CAREX DIVULSA ROSMARINUS PENSTEMON KNIPHOFIA

FORTNIGHT LILY CALIFORNIA FESCUE RED HOT POKER SEA LAVENDER DOUGLAS IRIS

LOW WATER USE PLANTS

PLANTS MEDIUM WATER USE

COMMON NAME

BOTANICAL NAME	COMMON NAME	BOTANICAL NAME
TREES	L.	TREES
ACER CELTIS SINENSIS	MAPLE CHINESE HACKBERRY	CEDRUS DEODARA
CERCIS CANADENSIS	EASTERN REDBUD	CELTIS OCCIDENTALIS
CORNUS	DOGWOOD	II INIDERLIS
CUPRESSUS	CYPRESS	I ATIBLIS NOBILIS
CYCAS REVOLUTA	SAGO PALM	I EPTOSPERMUM I AEVIGAT
FRAXINUS	ASH	MELALICA
GINKGO (MALE ONLY)	MAINDENHAIR TREE	OIFA
KOELREUTERIA	CHINESE FLAME TREE	SINIA
LEPTOSPERMUM SCOPARIUM	NEW ZEALAND TEA TREE	PISTACIA CHINENSIS
MAGNOLIA	MAGNOLIA	PRIMIS CAROLINIANA
PITTOSPORUM	PITTOSPORUM	CHERCHS
PODOCARPUS	YEW PINE	RHAPHIOI EPIS 'MA' IESTIC
PYRUS	PEAR	REALITY'
ULMUS AMERICANA	AMERICAN ELM	9
ZELKOVA	ZELKOVA	SHRUBS

EXAMPLES

SOURCE DRIP IRRIGATION

POINT

MULTI-OUTLET EMITTER

DRIPPER / EMITTER

USE AN IRRIGATION CONTROLLER WITH A RAIN SHUT-OFF DEVICE.
PERFORM SOILS TEST TO DETERMINE REQUIRED FERTILIZERS.
GROUP PAINTS IN LIKE WATER USE ZONES (HYDROZONES).
MINIMUM 8' WIDE PLANTER REQUIRED FOR TRADITIONAL HIGH VOLUME SPRAYS.
USE 6-INCH DEPTH AND 4-CUBIC YARDS/1000 SF ORGANIC COMPOST IN ALL PLANTERS.

LANDSCAPE SHOULD NOT BE WATERED DURING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY AND MARCH. WATER ONLY BETWEEN THE HOURS OF 9:00 PM AND 9:00 AM. REPAIR IRRIGATION LEAKS PROMPILY. APPLY 3-INCHES OF MULCH AROUND TREES AND PLANTS TO REDUCE EVAPORATION.

STATE OF CALIFORNIA

LANDSCAPE PRACTICES

FOR WATER CONSERVATION

CITY OF ROCKLIN

ARCTOSTAPHYLOS EDMUNSII BERBERIS SHRUBS BUXUS

CALIFORNIA SAGEBRUSH DWARF COYOTE BRUSH LITTLE JOHN BOTTLEBRUSH CEANOTHUS

ROCKROSE GREVILLEA LAVENDER UNIPER

CALLISTEMON 'LITTLE JOHN' CEANOTHUS

BACCHARIS

JAPANESE BARBERRY BOXWOOD

MANZANITA

BREATH OF HEAVEN MIRROR PLANT

CAMELLIA

MEXICAN HEATHER

EURYOPS

ARTEMISIA

GREVILLEA LAVANDULA

JUNIPERUS

ACACIA MANZANITA

ARCTOSTAPHYLOS

AUSTRALIAN TEA TREE JAPANESE PRIVET

MUGO PINE CHAPARRAL CURRENT

ROSEMARY

SHINY XYLOSMA

XYLOSMA

INDIAN HAWTHORN

AZALEA

SAGE

PURPLE SA

YEW PINE PITTOSPORUM

PHOTINIA

HEAVENLY BAMBOO

MYRTLE

MYRTUS COMMUNIS NANDINA DOMESTICA

PINUS MUGO RIBES ROSMARINUS

HEAVENLY BAMBOO SWEET OLIVE

LANTANA MAGNOLIA

JASMINE

LEPTOSPERMUM LIGUSTRUM

CHINESE PISTACHE CAROLINA LAUREL CHERRY

OAK INDIAN HAWTHORN

AUSTRALIAN TEA TREE FLAX LEAF PAPER BARK

SWEET BAY

AURUS NOBILIS EPTOSPERMUM LAEVIGATUM

WESTERN REDBUD COMMON HACKBERRY

DEODAR CEDAR

COLEONEMA JASMINUM MAGNOLIA EURYOPS CAMELLIA LANTANA CUPHEA Ē

NANDINA DOMESTICA OSMANTHUS RHODODENDRON PHOTINIA PODOCARPUS RHAPHIOLEPIS PITTOSPORUM

BUBBLER

SUB-SURFACE DRIP IRRIGATION

ROSA HYBRIDS BUSH SALVIA DORII VIBURNUM

ARCTOSTAPHYLOS COTONEASTER SPP LANTANA CAMARA GROUNDCOVER

MANZANITA COTONEASTER LANTANA GERANIUM

JASMINE

IRACHELOSPERMUM CAREX BUCHANANII PELARGONIUM AGAPANTHUS

PACIFIC COAST HYBRIDS

DAYLILY

PENSTEMON

GERANIUM

CURLY TOP SEDGE

LILY-OF-THE-NILE

CANNA

IRIS PACIFIC COAST HYBRIDS

PERENNIALS & GRASSES LIMONIUM PEREZH HEMEROCALLIS PELARGONIUM PENSTEMON

OW FLOW STREAM ROTARY WP ROTATOR W/ 30 PSI OR LESS



TURE IRRIGATION EXAMPLES



CITY OF ROCKLIN

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) FRONT YARD LANDSCAPE CONCEPTS

ROCKLIN CALIFORNIA .



City Council Report

Subject: League of California Cities, Annual Conference Resolutions Packet

Submitted by: Ricky A. Horst Date: September 13, 2016

Department: Office of the City Manager

Staff Recommendation: To disapprove, amend or refer to policy committee for further review and

study.

BACKGROUND: The League of California Cities Annual Conference is scheduled to be held October 5 – 7 in Long Beach. As part of the conference agenda, the General Assembly, at the Annual Luncheon/Business Meeting, will be asked to consider and vote on one resolution. The resolution entitled, "Resolution No. 1. A Resolution Committing the League of California Cities to Supporting Vison Zero, Toward Zero Deaths, and Other Programs or Initiatives to Make Safety a Top Priority for Transportation Projects and Policy Formulation, While Encouraging Cities to Pursue Similar Initiatives." (A Resolution Packet is attached for your review and consideration).

Councilmember Butler was previously appointed by the City Council to serve as the Voting Delegate representing the City of Rocklin and will cast a vote in this matter. Therefore the City Council is encouraged to review this resolution and determine a position so that Councilmember Butler can represent the City of Rocklin's interest in this matter.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings: The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety; and
- Encourages cities throughout California to join in these traffic safety initiatives to pursue the elimination of death, severe injury crashes on our roadways; and
- Encourages the State to consider adopting transportation safety as a top priority for transportation projects and policy formation.

Conclusions:

 The League of California Cities Staff Analysis encourages Policy Committee members to "consider carefully how the adoption of the resolved clause in the resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities."

Recommendations:

• This strategy, for the most part, has been adopted by large cities as cited by the examples within the League of California Cities Staff analysis. While the City of Rocklin supports any measure to protect our citizens, such measures should be appropriate to the size of the City, the need and in consideration of a cost benefit analysis. The City of Rocklin consistently utilizes established best practices for new roadway construction. Many of the practices mentioned within the analysis, such as LPI's, installation of pedestrian scrambles, wider use of speed camera technology and other methods would increase taxpayer costs without a matching benefit.

Whereas, staff sees no immediate impact to the City of Rocklin, state wide and regional projects could incur additional funding requirements in order to meet the Vision Zero and Towards Zero Deaths Strategies. Further study to ensure cost benefits may be appropriate.

Alternatives:

 Approve, Disapprove, No Action, Amend, refer to appropriate Policy Committee for further study.

Fiscal Impact:

• "Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make." 1

Ricky A. Horst, City Manager Reviewed for Content

R. A. Hust

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

¹ League of California Cities Staff Analysis on Resolution No.1



Annual Conference Resolutions Packet

2016 Annual Conference Resolutions



Long Beach, California
October 5 – 7, 2016

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, <u>one resolution</u> has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 - 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

- 1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
- 2. The issue is not of a purely local or regional concern.
- 3. The recommended policy should not simply restate existing League policy.
- 4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 5 Hyatt Regency Long Beach 200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

General Resolutions Committee

Thursday, October 6, 1:00 p.m. Hyatt Regency Long Beach 200 South Pine Street, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m. Long Beach Convention Center 300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number Key Word Index		Review	wing Body	Action
	-	1	2	3
		•		ommendation Committee
		neral Reso		ommittee
	3 - Ge	neral Asse	mbly	
TRANSPORTATION, COMMUNICATION COMMITTE		UBLIC W	ORKS PO	DLICY
		1	- 2	3
1 Vision Zero				

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES	KEY T	TO ACTIONS TAKEN
1. Policy Committee	A	Approve
2. General Resolutions Committee	D	Disapprove
3. General Assembly	N	No Action
***************************************		Refer to appropriate policy committee for study
ACTION FOOTNOTES	a	Amend+
* Subject matter covered in another resolution	Aa	Approve as amended+
** Existing League policy	Aaa	Approve with additional amendment(s)+
*** Local authority presently exists	Ra	Refer as amended to appropriate policy committee for study+
	Raa	Additional amendments and refer+
	Da	Amend (for clarity or brevity) and Disapprove+
	Na	Amend (for clarity or brevity) and take No Action+
	W	Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Resolution Process.

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego;

San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

////////

Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has *the* highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (http://visionzeronetwork.org/map-of-vision-zero-cities/). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (http://safety.fhwa.dot.gov/tzd/) and states throughout the United States, including California (http://www.ots.ca.gov/OTS and Traffic Safety/About OTS.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

/////////

League of California Cities Staff Analysis on Resolution No. 1

Staff:

Rony Berdugo

Committee:

Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change." Below is a summary of each Vision Zero element, according to WHO:

- 1. Ethics Life and health trump all other transportation benefits, such as mobility.
- 2. Responsibility Responsibility for crashes and injuries is shared between the providers of the system and the road users.
- 3. Safety Philosophy Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
- 4. Driving Mechanisms for Change Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

<u>List of cities that are considering adoption of Vision Zero nationally include</u>: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

<u>Vision Zero – Samples:</u>

- 1. San Francisco In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

- 2. Los Angeles the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco's Vision Zero Categories:

- 1. Engineering implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
- 2. Enforcement use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² http://visionzeronetwork.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg

³ http://www.joomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short

⁴ http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/

⁵ http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/

⁶ http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3

http://visionzero.lacity.org/actions/

- 3. Education coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
- 4. Evaluation evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
- 5. Policy support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
 - Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
 - Decreasing medical costs at SF General Hospital relating to collisions
 - Increasing the number of engineering projects and miles of streets receiving safety improvements
 - Decreasing the speeds on SF streets
 - Increasing investigation and prosecution of vehicular manslaughter
 - Increasing public awareness of Vision Zero and traffic safety laws
 - Increasing policy changes made at the state and local levels to advance Vision Zero

<u>Toward Zero Deaths</u> – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the "nation's highway system provides safe, reliable, effective, and sustainable mobility for all users." It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to "effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses." They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

<u>Fiscal Impact:</u> Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ http://safety.fhwa.dot.gov/tzd/

⁹ http://www.ots.ca.gov/OTS and Traffic Safety/About OTS.asp

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts. The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

Existing League Policy: "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- <u>System Preservation and Maintenance</u>. Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- <u>Commitment to Efficiency</u>. Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- <u>All Users Based System</u>. New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- <u>Alternative Funding Mechanisms</u>. Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php

- existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source. Collectively, we must have the political will to push for sustainable transportation revenues.
- <u>Unified Statewide Solution</u>. For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- Equity. New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- <u>Flexibility</u>. Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- Accountability. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level." 11

Additionally, the League adopted to "Increase Funding for Critical Transportation and Water Infrastructure" as its number one strategic goal for 2016. It reads, "Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California's cities." 12

http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx

¹² http://www.cacities.org/Secondary/About-Us/Strategic-Priorities

LETTERS OF CONCURRENCE

Resolution No. 1 VISION ZERO



Office of the Mayor

3300 Capitol Avenue, Building A | P.O. Box 5006, Fremont, CA 94537-5006

510 284-4011 ph | 510 284-4001 fax | www.fremont.gov

July 21, 2016

The Honorable Dennis Michael, President League of California Cities 1400 K Street Sacramento, California 95814

RE:

A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITITIAVES TO PRIOIRITZE TRAFFIC SAFEY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

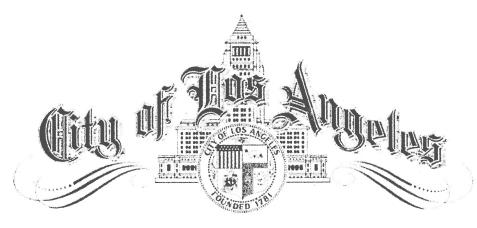
The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Bill Harrison

Mayor





CITY HALL LOS ANGELES, CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael President League of California Cities 1400 K Street Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

ERIC GARCETTI

Mayor

JOE BUSCAINO

Councilmember, 15th District

League of California Cities Representative



OFFICE OF THE CITY COUNCIL

CITY OF SACRAMENTO CALIFORNIA

JAY SCHENIRER

COUNCILMEMBER DISTRICT FIVE

July 27, 2016

The Honorable Dennis Michael, President League of California Cities 1400 K Street Sacramento, California 95814

RE:

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. *Vision Zero* and *Towards Zero Deaths* strategies have been adopted in many cities and Sacramento is currently developing its own *Vision Zero Action Plan*.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely.

Jay Scheniter, Courcil Member Chair, Law & Legislation Committee



THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President League of California Cities 1400 K Street Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden

Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero

Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

CC: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor Kristin Tillquist, Director of State Government Affairs, Office of the Mayor Vic Bianes, Assistant Director, Transportation & Storm Water Department Linda Marabian, Deputy Director, Traffic Engineering Operations



RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 0.3 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

(R-2016-155)

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

APPROVED: JAN I. GOLDSMITH, City Att	orney
By Thomas C. Zeleny Deputy City Attorney	
TCZ:cfq September 24, 2015 Or.Dept:Envir. Comm. Doc. No.: 1116742	
I certify that the foregoing Resolution was passemeeting of	sed by the Council of the City of San Diego, at this
	ELIZABETH S. MALAND City Clork
	By Deputy City Clerk
Approved: 1/2//S (date)	KEVIN L. FAULCONER, Mayor
Vetoed: (date)	KEVIN L. FAULCONER, Mayor
	×

Passed by the Council of The City of San Diego on		OCT 2	7 2015 , by	, by the following vote:	
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Councilmembers	Yeas	Nays	Not Present	Recused	
Sherri Lightner	Z				
Lorie Zapf			. 🗆		
Todd Gloria	$ ot\!\!\!/$. 🗆	
Myrtle Cole	Ö		. 🗆		
Mark Kersey	Ø				
Chris Cate	Ø				
Scott Sherman	Ø				
David Alvarez			Ø		
Marti Emerald	Ø				
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Date of final passageNO	V 0-3 2015		æ		
(Please note: When a resolut approved resolution was retu	tion is approved by the irned to the Office of t	e Mayor, the	rk.)		
AUTHENTICATED BY:		M	KEVIN L. FA	AULCONER San Diego, California.	
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•		Office of	the City Clerk, Sai	n Diego, California	

Resolution Number R-

Agenda Item #28

OFFICE OF THE MAYOR SAN FRANCISCO



EDWIN M. LEE Mayor

August 1, 2016

The Honorable Dennis Michael President, League of California Cities 1400 K Street Sacramento, CA 95814

Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California

Dear President Michael,

On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,

Edwin M. Le



Mayor Tony Vazquez
Mayor Pro Tempore Ted Winterer

Councilmembers

Gleam Davis Sue Himmelrich Kevin McKeown Pam O'Connor Terry O'Day

July 21, 2016

The Honorable Dennis Michael, President League of California Cities 1400 K Street Sacramento, California 95814

RE:

THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITITIAVES TO PRIOIRITZE TRAFFIC SAFEY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for Safer People, Safer Streets in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a New Model for Mobility is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced **Vision Zero/Towards Zero Deaths** and I am in strong support of expanded transportation safety in California cities.

Sincerely,

Tony Vazquez

1685 Main Street • PO Box 2200 • Santa Monica • CA 90407-2200 tel: 310 458-8201 • fax: 310 458-1621 • e-mail: council@smgov.net



WEST HOLLYWOOD

CITY HALL 3300 SANTA MONICA BLVD. WEST HOLLYWOOD, CA 90069-6216 Tel: (323) 848-6460

Fax: (323) 848-6562

OFFICE OF THE CITY MANAGER

PAUL AREVALO CITY MANAGER July 21, 2016

The Honorable L. Dennis Michael, President League of California Cities 1400 K Street Sacramento, California 95814

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITITIAVES TO PRIOIRITZE TRAFFIC SAFEY THROUGHOUT **CALIFORNIA - SUPPORT**

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo. CITY MANAGER

c: Honorable Members of the West Hollywood City Council







City Council Report

Subject: Whitney/Argonaut/Midas Traffic Calming

Submitted by: Ron Lawrence, Police Chief Date: September 13, 2016

Department: Police Department

• Staff Recommendation: Provide Traffic Calming Update on the Whitney/Argonaut/ Midas area.

BACKGROUND:

The City Council has received numerous requests for physical traffic calming measures within the Whitney-Argonaut-Midas (WAM) area. As a result of these requests a portion of the Strategic Plan was dedicated to investigating traffic calming further. A town hall meeting was conducted on February 16, 2016, to promote the discussion of this topic which was attended by approximately 50 residents. Residents shared concerns related to vehicle volumes traveling and vehicle speeds through this area. While this meeting was mostly attended by those who support traffic calming within the area, the City has also received several letters, emails, and phone calls from residents who are opposed to any physical traffic calming measures.

Due to the size, scope and possible fiscal constraints, staff separated the WAM area into two separate phases. Argonaut Ave. and Midas Ave. represent Phase I and Whitney Blvd. represents Phase II.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

FINDINGS

On July 15, 2016, a traffic survey was sent to 202 residences identified within the proposed Phase I of the WAM area (see on Exhibit A) to measure community support. This survey (see Exhibit B) was sent with self-addressed stamped return envelopes and solicited quantifiable feedback regarding physical traffic calming measures in their area. Staff tallied the results and found the following:

- Of the 202 surveys sent out, 78 were returned which equates to a 38.6% participation rate
- 61.4% of the 202 surveys were not returned.
- Based on the surveys the City sent out:
 - o 29% of those surveyed believe speeding warrants traffic calming devices

- 27% of those surveyed believe that traffic volumes warrants physical traffic calming devices
- 23% of those surveyed believe that pedestrian safety warrants physical traffic calming devices
- 20% of those surveyed are in favor of physical traffic calming devices in front of their property to possibly lower speed and traffic volumes
- o 18% of those surveyed would be willing to sacrifice some on-street parking to install physical traffic calming devices
- 13% of those surveyed were concerned with an increase in noise due to physical traffic calming devices being installed in front of their property

CONCLUSIONS:

The findings were brought before the Traffic Committee (TC) at the regularly scheduled meeting on Wednesday, August 10, 2016. The TC reviewed the survey results, collision history, traffic volumes and recent citation data, recognizing that there was a low response rate (38.6%). The TC found the following:

- Based on comments received from residents this is a very polarizing topic.
- Data collected shows minor support for physical traffic calming devices but the support diminishes when residents were asked about possible detriments related to installation of physical traffic calming devices
- From a traffic safety standpoint the installation of physical traffic calming measures is not warranted.
- Traffic calming is not supported by the City's public safety officials on primary response routes.
- Posted speed limits were established per City traffic polices established through Resolution 88-222 and in compliance with the requirements of the California Vehicle Code and Manual on Uniform Traffic Control Devices.
- Radar signs and other safety measures have been implemented which have improved conditions.

RECOMMENDATIONS:

The TC recommends continued efforts using selective enforcement efforts and continued education and outreach utilizing speed feedback signs and the Neighborhood Watch program. The TC does not recommend the use of physical traffic calming products in the Whitney/Argonaut/Midas area at this time.

Ricky A. Horst, City Manager Reviewed for Content

2. A. A.S.

DeeAnne Gillick, City Attorney Reviewed for Legal Sufficiency

- Hillich





City Council Report

Subject:

Pedestrian Crosswalk at Farron Street

Submitted by:

Ron Lawrence, Police Chief/Traffic Committee Chair Date: September 13, 2016

Justin Nartker, Public Services Deputy Director/Traffic Committee

Department:

Police Department

Staff Recommendation: The Traffic Committee does not recommend the installation of a marked pedestrian crosswalk at the intersection of Farron Street and Whitney Boulevard based on the results of this investigation.

BACKGROUND

At the City Council meeting held on Tuesday, August 10, 2016, Councilmember George Magnusson asked staff to investigate installing a pedestrian crosswalk at Farron Street and Whitney Boulevard which is currently unmarked. Staff advised the Council that the inquiry would be investigated by the Traffic Committee as established by 10.08.020 of the Rocklin Municipal Code (RMC) and Council updated.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

Pursuant to California Vehicle Code (CVC) and the Manual on Uniform Traffic Control Devices, inspections and warrants were conducted for this area. Staff reviewed traffic volumes, pedestrian counts, adjacent land use, roadway geometry, collision history and available sight distance studies.

The findings were brought before the Traffic Committee (TC) at the regularly scheduled meeting on Wednesday, August 10, 2016. The TC reviewed the data and found, from a traffic safety standpoint, the following:

- The installation of a pedestrian crosswalk is not warranted based on the existing traffic volume and sight distance.
- Currently the unmarked crosswalk is legal pursuant to the California Vehicle Code.
- A stop sign is not warranted at this location.
- There is concern that pedestrians using the crosswalk would not be as vigilant with a marked crosswalk that is not stop controlled.
- Keeping the crosswalk unmarked requires pedestrians to use greater care when crossing.

CONCLUSIONS

Based upon the investigation, review of the California Vehicle Code and Committee deliberation, the TC concluded:

- There is no legal requirement for a pedestrian crosswalk at this location.
- There are no known or quantified safety issues requiring a pedestrian crosswalk at this location.

RECOMMENDATIONS

The Traffic Committee does not recommend the installation of a marked pedestrian crosswalk at the intersection of Farron Street and Whitney Boulevard based on the results of this investigation.

ALTERNATIVES

While from a safety aspect the crosswalk should remain unmarked, Public Services staff looked at the request from a community viewpoint to encourage pedestrian traffic and travel to Johnson Springview Park. If an unwarranted crosswalk is pursued, it should be installed with safety features such as flashing beacons in addition to the traditional pavement markers. The estimated cost of installing a marked crosswalk along with safety features is listed below:

<u>Item</u>	Cost (includes install cost)
Crosswalk striping Pedestrian Pad	\$ 500 \$ 1,500
Pedestrian actuated Flashing Beacon/concre	ete work \$10,000
Advance Warning Signs	<u>\$ 300</u>
Total Cost	\$12,300*

^{*}The FY 16-17 Budget does not include the dollar amounts above.

Public Services staff would like direction from City Council whether as a matter of community convenience they would like staff to pursue this alternative.

FISCAL IMPACT

The FY 16-17 Budget does not include funding for this project. A budget amendment may be needed.

Ricky A. Horst, City Manager

R. A. dust

Reviewed for Content

DeeAnne Gillick, Interim City Attorney Reviewed for Legal Sufficiency

Oceanne Hillich





CITY MEMORANDUM

DATE: September 13, 2016

TO: Mayor Greg Janda and Members of the Rocklin City Council

FROM: Ricky A. Horst, City Manager

SUBJECT: City Manager Report

1. Placer County and Rocklin Highlighted in Comstock, July 2016: In Comstock's "Once and Again" article, Quarry Park received significant attention. In part, the article states, "the recently opened Quarry Park has turned an abandoned piece of history into a new attraction: drawing younger crowds as families to downtown Rocklin." Additionally, Comstock's "Be Our Guest" article, featuring PVT's efforts to capitalize on overnight stays in South Placer, notes the benefits to South Placer cities to include specific mention of Rocklin. At lastly, the Comstock article, "For the Home Team" pictures Rocklin's Whitney Park and notes recent upgrades. Copies of all three articles are attached for your review.

2. Sacramento Region Apartment Rents Growing at Fastest Rate in U.S.: Sacramento Region apartment rents outpaced the national trend by more than 2 to 1 with a 12.2% increase in just two years. Why, there are three reasons given: 1) individuals moving from the bay area due to the lack of rental space and the high associated cost, 2) during the economic downturn of the late 2000s, people who lost single-family homes due to foreclosure, moved into rentals; and 3) a lack of inventory. And I would add a fourth reason, a deliberate change in lifestyle choices.

Development costs, fees and land costs have all gone up driving up rents. Of course high rents, the lack of inventory, and growing development costs continue to make it difficult to acquire affordable projects. A prime example of high rent can be seen within our own Rocklin project, "The James" with one, two and three bedroom units ranging from \$1,725 - \$2,395. With an emphasis on affordability and the marketing pushing high rents, it's becoming increasingly rare to find apartments with rents aimed at middle-class workers. The article as referenced reports that owners of older properties in the best submarkets, like

¹ Sacramento apartment rents growing at fastest rate in U.S., Sacramento Business Journal, 9/2/2016

Roseville and Rocklin, are under pressure to, with minimal upgrades, raise area rents putting even more pressure on affordable housing as some existing facilities that currently meet affordability standards could fall out of standard.

- 3. SACOG CEO Recruitment: The SACOG Strategic Planning Committee interviewed candidates for the Chief Executive Officer position in August. The committee will soon identify next steps which may include making a recommendation or scheduling additional interviews. The SACOG Board is expected to announce the selection of the new CEO this fall.
- 4. Greater Sacramento California FY 17 Action Plan Presented: See attached.
- 5. Retail Vacancy Rates: Rocklin continues to fill vacant retail space with nearly 26,000 s.f. absorbed during the second quarter of 2016. Rocklin's current inventory is 2,655,887 s.f. with a 13.7% vacancy rate.
- 6. City of Rocklin Sales Tax Update: Rocklin's receipts from January through March were 17% above the first sales period on 2015. It is interesting to note that Roseville, Lincoln and Auburn experienced negative return over the previous year. See report attached.



ONCE AND AGAIN

Exciting projects in South Placer cities give new life to old land

BY BILL SESSA

Mining gold from rocks, in a process known as placer mining, established Placer County in the 19th century as a destination for those seeking fortune. Then the trains came, bringing more people to Placer than ever before while transporting its bounty of gold, granite and fruit to far-off places. Though today, medicine and technology have replaced apricots as a mainstay of the economy, the county's history is still widely evident — and celebrated — as the county's historical roots inspire and support modern developments, intertwining the old with the new to form the future of Placer County.

VERNON STREET

Ever since the Central Railroad ferried passengers up from Sacramento in 1864,

Roseville has been a railroad town. Over the decades, the city grew as the railyard expanded. Vernon Street — the heart of downtown — runs adjacent to the railroad and thrived as the yard became the biggest west of Chicago. Through the 1950s, Vernon Street and the surrounding neighborhood was the place to stop off for a cold beer after a long shift on the trains, to see a movie on Saturday night or stock up on groceries for the week.

In the 1990s, as new freeways and suburban shopping centers pushed business activity to the east of town, downtown Roseville risked becoming obsolete. But Roseville remains very much a railroad town. Dozens of Union Pacific locomotives line up along the edge of the railyard, waiting to be dispatched to duty, ferrying as many as 8,000 rail cars a day to distant markets. And near that rope line of mechanical power, a refurbished and revitalized Vernon Street bustles once again as an entertainment and arts district.

The sprucing up of Vernon Street is just one aspect of a \$20 million revitalization plan that includes 19 separate projects designed to entice people downtown. They include a newly constructed town square for family-oriented festivities, outdoor movies nights, concerts, tai chi classes and food truck events. These events draw up to 100,000 people a year, according to City of Roseville Spokesman Brian Jacobson.

Here are restaurants to fit every taste, from Belgian-style craft beer at Monk's Cellar to Italian cuisine at The Place. A 10,000-square-foot restaurant, once part of the troubled Sammy Hagar franchise, is now the newly-opened Ninja Sushi.

The goal of the redevelopment plan adopted in 1999 "was to bring Roseville back to its roots, where the city began," says Bill Aiken, economic development coordinator. "Our goal is to make the central city family-friendly, pedestrian-friendly and to give it an identity as a gathering place."

To that end, more projects are planned, including new bridges to make the area walkable from historic Old Roseville, through the city center, to the adjacent Dry Creek and Royer parks.

OUARRY PARK

The quarries that surround Rocklin were responsible for the town's creation, ever since the first granite cut from them was used to build the State Capitol and the San Francisco Mint in the 1860s. When mining was at its peak at the dawn of the 20th century, nearly two dozen quarries were operating in town, sending up to 2,000 rail cars per year of granite to construction sites in the west.

Today, Rocklin thrives with commercial and residential development. Like many old mining towns, Rocklin's main streets have lots of history but not much of a center. But the recently-opened Quarry Park has turned an abandoned piece of history into a new attraction: drawing younger crowds and families to downtown Rocklin.

A 1,000-seat, open-air amphitheater, built on the site of the old Quinn Quarry, is the first phase of the nine-acre park behind Rocklin's historic city hall at Pacific Street and Rocklin Road. With its grassy, sloped seating area and a covered stage, Quarry Park is far more attractive than the rock pile it once was. Mining artifacts, including an old truck that once hauled granite from the quarry, add to the atmosphere, and with its wooden architecture, the amphitheater looks more like a quarry shed than a modern stage — although it is outfitted with up-to-date lighting and sound systems.

"Rocklin has not had a traditional downtown since the turn of the century," notes Karen Garner, director of the city's Recreation, Arts and Event Tourism Department. "Rather than create a traditional downtown, we moved forward with a plan that highlights what is unique about Rocklin, including our history."

The first of six summer concerts, the Marshall Tucker Band opened the venue in May after three years of planning and construction. Based on the crowd it attracted, the city's plan for the area seems to be working. "A comment we hear from a lot of people is that they love how a part of the city's past has been highlighted and not forgotten," says Garner.

The amphitheater is the first phase of the project, which includes open space for picnics and a children's play area. Over the

next two years, the city hopes to expand entertainment options for Quarry Park with rock climbing and ziplining across a seven-story rock quarry, a waterfall, lake and shops — all intended to make Rocklin the destination for entertainment.

CAMPUS OAKS

For as much as locomotives forged Roseville's early identity, medical care and high technology are now the engines that drive its modern-day economy. The Hewlett Packard facility in northwest Roseville, which is responsible for thousands of jobs, is a testament to the economic muscle of computer chips. Soon, it will have neighbors in this job-rich section of the city. A 188-acre site purchased from HP by a local developer is expected to become Campus Oaks, a place for up to 948 homes with a high-tech flavor and pedestrian-friendly open areas.

More than a third of the project is expected to be parks and open space, with bocce ball courts and skate parks, and connected to the HP campus with bike and pedestrian trails. Homes are expected to include accommodations for electric cars and solar energy and energy-efficient lighting.

"Grading for infrastructure is going on now," says Kathy Pence, Roseville's planning manager for the project, "and construction could start this fall." Beyond the smart technology built into the homes, the overall project is smart building to prevent urban sprawl, she notes. "This is one of the last large pieces of land left in the city and it's a very important infill project," Pence says. With the proximity to the HP campus and the light industrial projects that are planned along Blue Oaks Boulevard, Campus Oaks will also be important to economic development and the increasingly suburban future of this once-small town.

Bill Sessa is a Sacramento-based freelance writer. Contact him at bsessa1064@aol.com.



BE OUR GUEST

Placer Valley Tourism looks to capitalize on a record-breaking year

BY JENNIFER SNYDER ILLUSTRATION BY: SARA BOGOVICH

The last 18 months have been good to Placer County. While a solid snow season in the north county is alone cause for celebration, those in the tourism and hospitality industries in south Placer County — particularly in Rocklin, Roseville and Lincoln — are celebrating for an entirely different reason: 2015 ushered in record-breaking tourism numbers, and officials are determined to maintain the momentum.

Based on Placer Valley Tourism historical annual report data, the last time the area celebrated a strong year was back in 2006 — when the average daily rate was \$99 and the average occupancy rate was 69 percent. The hospitality uses these two metrics to measure both success and profitability. They are then multiplied to create the revenue per available room, also known as the "RevPAR." In 2006, the PVT boasted a RevPAR of \$68.03, well above the national hotel industry average of \$61.79.

Shan Fazeli, has been the managing member of International Suites LLC,

which owns the Holiday Inn Express in Lincoln, since 2010. He says that it was difficult to invest in the area during the recent economic downturn. "When we purchased the hotel, it was a bad year for the hospitality industry, a bad year for the country, a bad year for the economy, and we were just trying to understand what was going on," Fazeli recalls. "Compared to where we started in 2010, we've had an [overall] improvement of 80 percent."

During the recession, hotels in PVT's district faced a unique problem as they also looked to navigate an uncertain national economy. "What this area had was sort of a double whammy," says PVT CEO David Attaway. "Because of [previous] development in the area, we had a significant amount of capacity increase. At the same time, demand decreased, resulting in a significantly reduced occupancy for the area. That kind of fierce competition created a real decline in rates."

Sure enough, between 2006 and 2012, the area saw a 42 percent increase in hotel rooms available. Due to the sheer number of rooms available, the occupancy rate for hotels in the PVT's district dropped to 48.3 percent in 2009 and the average daily rate dropped as low as \$77.74 the following year. RevPAR in 2009 dropped precipitously below the national average to \$40.35.

Fazeli is not alone in seeing a vast improvement in recent years. A stronger economy has brought more business travelers to the area, along with sports, retail and other event travel, resulting in the leveling out of both the supply and demand sides of the industry. According to PVT's annual report data, the 2015 average daily room rate shot up to \$99.69 — nearly \$20 more than the average daily room rate at the low point of the recession — and the occupancy rate increased more than 70 percent, resulting in a RevPAR of \$70.88.

According to a number of hoteliers in Rocklin, Roseville and Lincoln, the success seen in 2015 is a result of increased demand from multiple markets — including retail, sports activities and corporate travel. Ron Berger, regional general

According to Placer Valley Tourism's annual report data, the 2015 average daily room rate shot up to \$99.69 – nearly \$20 more than the average daily room rate at the low point of the recession.

manager of the Heritage Hotel Group and a PVT board member, notes that having a tourism agency to fill the gaps in occupancy with groups associated with events, conferences and other activities is critical. "Rocklin and Roseville, together with PVT, have recognized the needs of area hotels and have focused on those shoulder periods of the week — and even the shoulder months — to bring groups in and try to fill those voids," he says.

Similarly, Pillar Hotels' Regional Director of Operations Jessica Sacci, who is also PVT's board chairwoman, notes a combination of factors. "Our hotels have been successful on the corporate side. We have seen a lot of growth into the market with not only the corporations that are here, but because there is so much retail growth, restaurant growth and other things coming into the market," she says.

In recent years, PVT has focused its efforts on attracting weekend sporting events, religious events and conferences associated with the larger churches in the area and creating partnerships with educational institutions, including an agreement with William Jessup University to bring its baseball program to McBean Park Stadium in Lincoln.

When it comes to filling rooms on the weekends, Sacci also cites the crucial influx youth sporting events bring to the area. "One of the biggest things that has moved the needle for us is the ability to enhance existing facilities through the PVT grant programs," she says. The grant programs vary in terms of the types of enhancements that can be made and how much funding is available, but Sacci says the strategy helps fulfill a need. "We can't build new facilities every day

so we need to look at what we have and try to make our existing assets fit the pieces of business that will come into the market. We've been able to grow swimming events, basketball events and softball and baseball events by enhancing existing facilities."

The positive feedback and record-breaking numbers have PVT officials celebrating for now, but Attaway says they recognize the need to leverage this positive momentum into future growth. To that end, the 10-field, artificial turf sports complex planned for construction in late 2016 is arguably the most significant effort. The opportunity to play on the turf fields during the winter months — when most of the current natural grass fields are closed — allows for year-round event programming.

With the recent successes, Attaway says he is encouraged to see the cities reaping the rewards alongside hoteliers. Placer hotels sold just under 600,000 room nights in 2015, resulting in \$60 million in direct economic input, as well as an additional \$100 million in expenditures in dining, shopping and entertaining. Additionally, area hotels generated approximately \$3.1 million in occupancy tax revenue for Rocklin, Lincoln and Roseville in 2015, resulting in the "highest numbers," Attaway says, that south Placer County hotels have ever seen.

Jennifer Snyder is a writer, editor and podcast host. She graduated from Sacramento State in 2005 with a degree in English literature and has since created written, visual and audio content for many organizations and publications. Catch her weekly show, Creating Your Own Path, wherever podcasts are available.



FOR THE HOME TEAM

South Placer County is gearing up for a busy sports season with the construction of several new sports facilities and venues

BY LAURIE LAULETTA-BOSHART

With population growth that has jumped nearly 50 percent in the last 15 years

— and thousands of youth and amateur athletes congesting the parks — Placer County's city and tourism officials are working hard to meet the growing demand for added recreation and sports facilities. Last year alone, the Placer Valley region hosted more than 450 events and organizations, its largest number ever, placing even more demand on the already at-capacity venues.

To keep pace, large-scale projects in Roseville, Rocklin and Lincoln are on the books and in various stages of progress, including two multi-field sports complexes, a renovation of Lincoln's McBean baseball stadium and an upgrade of Rocklin's Whitney Park complex.

"Currently, South Placer does not have a space — outside of churches — where 1,000 or more people can gather,"

-DAVID ATTAWAY, CEO, PLACER VALLEY TOURISM

One of the largest projects, the Placer Valley Sports Complex in west Roseville, has plans for 10 lighted, artificial turf fields, as well as meeting facilities, parking and an event plaza with concessions. The complex is designed to host soccer, football, lacrosse, rugby and ultimate frisbee on a large scale. The City of Roseville is partnering with Placer Valley Tourism to build the \$40-\$45 million complex in an undeveloped area of west Roseville. In April of last year, the Roseville City Council approved its portion of the jointly-funded project, which is expected to be online in 2018.

"Right now we are in the final design phase of the project," says Placer Valley Tourism CEO David Attaway, who is working with architect LPA, Inc. to design the new complex, and Griffin Structures and Coastal Partners to manage and develop the project. The original plan called for up to 12 fields at the complex, but the 55-acre site is impacted by flood plains, forcing PVT to scrap two of the fields from the design.

In nearby Lincoln, the city is partnering with nearby Rocklin's William Jessup University and PVT to renovate the historic McBean baseball field. According to Shawn Tillman, the city's economic development manager, the \$1 million renovation is designed to bring the playing field up to contemporary, collegiate standards. The former field is being replaced with a synthetic turf infield and natural grass outfield. New fencing, scoreboards, dugouts and bullpens will

also be added. Once complete, the stadium will serve as the home field for William Jessup University's baseball team. The university has signed a long-term agreement with the city and is contributing \$250,000 toward the improvements. The City of Lincoln is also working on a deal with the Great West League, a summer, collegiate, wood bat league, to use the field during the summer months. The renovations are expected to be complete by September. "Between WJU and the Great West League, we anticipate the new field will be used year-round," Tillman says.

Upgrades to Rocklin's Whitney Park are in the works to make the complex more tournament-ready. PVT is working with Rocklin's PONY League to replace the permanent pitcher's mounds with removable ones, allowing teams to quickly adjust the mound size for various age groups and rotate the fields from baseball to softball play. Bullpens, shaded bleachers and scorekeeper's booths will also be added.

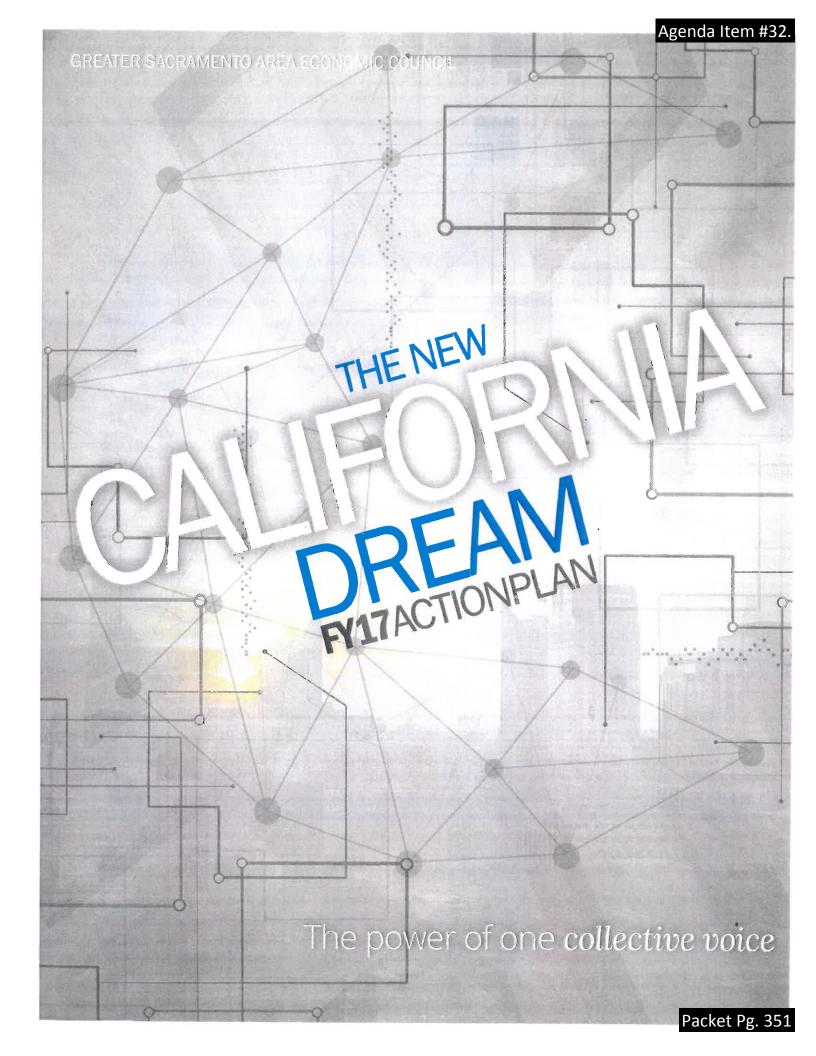
Richland Communities and Placer United, a competitive soccer club based in Rocklin, have teamed up with the City of Lincoln to design and build a \$40 million, 12-field sports complex west of Lincoln. The complex is just one part of a large master plan spearheaded by Richland Communities, which encompasses 4,700 acres. "While the approval process is taking some time," says Richland Vice President Clifton Taylor, "all parties are equally committed to the

project and understand what a tremendous asset this will be for the community." Taylor is anticipating environmental approval in the fourth quarter of 2016, followed by site design and planning in 2017 and the beginning of construction in 2018.

To get ahead of what the next big project might look like for Placer Valley, PVT is taking a proactive approach and has commissioned a feasibility study for a potential indoor events center. "Currently, South Placer does not have a space — outside of churches — where 1,000 or more people can gather," Attaway says. "This event center would fulfill that need and could host basketball, volleyball, wrestling and pickle ball." Chicago's Hunden Strategic Partners is conducting the study.

"All of these projects really signify our larger commitment to sports tourism in the region," Attaway says, "and the priority we have placed on it. But we could not be in this business without the tremendous support we are receiving from the cities, our hotel proprietors and the Placer Valley community."

Laurie Lauletta-Boshart is a contributing writer for consumer publications and Fortune 500 companies, including Dwell, ESPN, Wall Street Journal and the Sacramento Business Journal. Contact her at laurie@wordplaycommunications.com





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FY 17 ACTION PLAN

GREATER SACRAMENTO MISSION

The Greater Sacramento Area Economic Council (Greater Sacramento) will build an advanced economy for the six-county Sacramento Region. Greater Sacramento represents a collaboration between local governments, private sector CEOs, and stakeholders, with the sole mission of driving sustainable economic growth.

CALIFORNIA JOBS MATTER

Greater Sacramento will position the Sacramento Region as the most efficient and productive market in which to do business in California, and simultaneously work to attract and retain jobs in the Golden State. In response to aggressive recruitment campaigns by Texas and other competitors, Greater Sacramento will target California-based companies considering out-of-state relocation and promote the Sacramento Region as a competitive California option. This will further link the Capital Region with the Bay Area and Northern California Megaregion.

STRATEGIC OVERVIEW

In April 2016, the Board of Directors created a strategic framework from which the FY17 Action Plan is developed.

In the strategic overview, the Board identified five key pillars of a regional competitiveness agenda.

Regional Brand Business Climate Infrastructure

Workforce Development Talent Recruitment & Retention



CORE INITIATIVES OVERVIEW

Below is a brief overview the initiatives that have been identified to drive the Greater Sacramento mission forward in FY17. Details are provided on the following pages.

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Competitiveness Council

Food & Agriculture Innovation Council

Business Attraction

Bay Area Strategy

Market Intelligence

Marketing & Communications

PURPOSE

Create dashboards to track regional performance indicators and improve our market position around the five strategic pillars of competitiveness.

Assess and improve the region's position across food and agriculture industry

sectors.

Attract and retain high-quality jobs and investment while promoting the reputation of the Sacramento Region and

Greater Sacramento.

Continue to connect and partner with the Bay Area while promoting the Sacramento

Region's advantages.

Create a program to collect and aggregate

data on local businesses to support their

locations within the region.

Focus on earned media, branding, and outreach to increase the awareness of regional advantages and opportunities.





MISSION

The Competitiveness Council will assess the Sacramento Region's current strengths, opportunities, and challenges, and will provide data and evidence to help the Board construct an action plan based upon the five strategic pillars of competitiveness:

- Regional Brand
- Business Climate
- Infrastructure
- Work Force Development
- Talent Recruitment and Retention

KEY ACTION ITEMS

- Develop dashboards of key performance indicators to track competitive position:
 - External-facing dashboard highlighting regional advantages
 - Internal-facing dashboard showing areas of strength and weakness
- · Identify market conditions for our brand
- Strengthen business climate and improve infrastructure assets
- Engage higher education institutions to improve workforce development
- Connect university students with local employers for talent retention

ANTICIPATED ACTIVITY

- Six Council meetings annually to determine and review key performance indicators
- Competitiveness Forums to cultivate engagement and enhance community focus on competitiveness.
 Potential locations: Sacramento County, Placer County, El Dorado County, and Yuba City
- Competitiveness Road Show February 2017





Identify strategies to promote the competitiveness of the Sacramento Region, driving economic growth and job creation.

ANALYTICS STRATEGIES

- Analyze the position, including Sacramento Region's competitive strengths, weaknesses, and opportunities
- Help stimulate thought and debate on the economic issues facing the region

EXTERNAL-FACING DASHBOARD

 Develop and maintain an external-facing dashboard displayed prominently on Greater Sacramento's website, promoting the advantages of doing business in the Sacramento Region

INTERNAL-FACING DASHBOARD

- Develop and maintain an internal-facing dashboard that presents a broader array of regional indicators, both positive and negative
- Strengthen the community's understanding of competitive opportunities and challenges
- Continuously update dashbaord, including highlighting market trends

PRODUCTS & SERVICES

- Embark on specific analytic projects to illuminate key issues and provide strategic direction for improvement
- Identify high ROI investments to boost visitation to the region
- Research key factors associated with successful industry incubators
- Examine conditions that have historically promoted development of vibrant industry clusters
- Develop and manage economic development tools and programs for the region





DATA & ANALYTICS PLATFORM

- Build a data warehouse that integrates information on the Sacramento Region and competitive markets
- Focus on several key economic indicators, including workforce characteristics, educational attainment. and livability
- Warehouse to automatically update dashboard metrics and provide rapid analyses of breaking issues

REGIONAL BRAND

· Use dashboard data to set benchmarking metrics for regional competitiveness

BUSINESS CLIMATE

- Initiate 90-day permitting
- Understand impact fees for advanced industries
- Streamline investment process

INFRASTRUCTURE

- Work to create desirable infrastructure centered around an aerotropolis, including commercial and industrial development along the I-5 and I-80 employment corridors, a strengthened Regional Transit System
- · Support and market the Sacramento International Airport

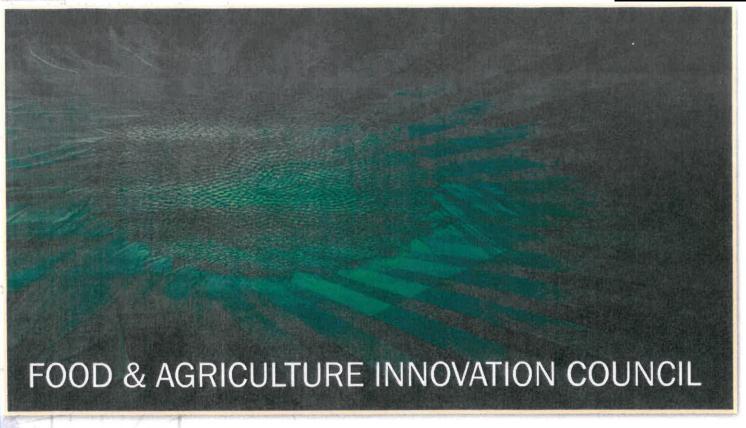
WORKFORCE DEVELOPMENT

- Create a seamless workforce delivery system based on regional competitiveness needs
- Work with community college partners to develop programs that align with workforce needs

RECRUIT & RETAIN TALENT

- Create an opportunity for UC Davis to expand into the region's urban core
- Work with Sacramento State to help eliminate enrollment cap
- · Help create a climate in which young and aspiring talent can grow and thrive





MISSION

The Food and Agricultural Innovation Council will assess the Sacramento Region's position and identify opportunities across this sector. Focusing on emerging agricultural technologies and food systems, the Council will act as the business development arm to implement the Central Valley AgPlus Food and Beverage Manufacturing Consortium's strategic plan (AgPlus).

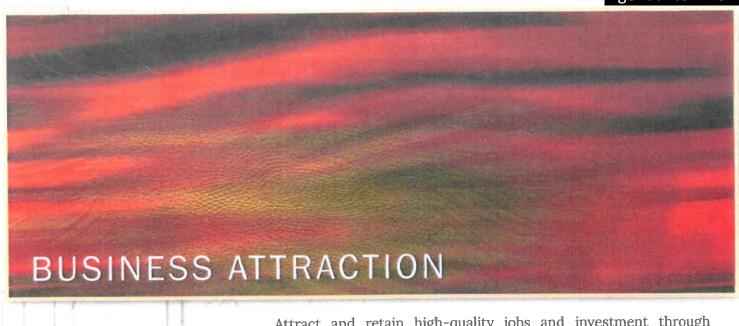
KEY ACTION ITEMS

 Engage higher education partners to align efforts with regional assets such as UC Davis's World Food Center and College of Agriculture and Environmental Science and Sacramento State's Institute for Water, Energy, Sustainability, and Technology (iWEST)

ANTICIPATED ACTIVITY

- Quarterly Food & Agriculture Innovation Council meetings
- Forbes AgTech Summit
- AgTech Panel at October Conversations with the Community
- Roll out AgTech Road Shows





Attract and retain high-quality jobs and investment through targeted, direct selling and creating a partnership within the Northern California Megaregion.

Proactively pursue projects that meet community and regional objectives.

NATIONAL SITE SELECTION

- Build and develop relationships with Site Selection Consultants (SSCs) nationwide
- Lead trips to Bay Area; New York; Dallas; Chicago;
 Washington, D.C.; and Los Angeles to meet with SSCs
- Develop database of top SSCs based on business volume
- Target local SSC projects with direct phone and email outreach to advance California Jobs Matter platform

INDUSTRY EXPERTISE

- Develop expertise in operating requirements for targeted industries including real estate, workforce, tax, and environmental regulations
- Build relationships with dominant employers, developers, real estate teams, and utilities
- Participate in industry events locally and select national events, including in the Bay Area and New York
- Build local industry relationships through in-person monthly contact as part of Market Intelligence program
- Assess real estate and infrastructure assets that can be used to drive competitiveness

LOCAL BROKER OUTREACH

- Improve perception of Sacramento Region in Bay Area with in-market office and staff
- · Systematically reach out to top brokerage firms
- Develop and implement a co-selling strategy with local real estate brokerage firms





BAY AREA STRATEGY

- Utilize shared ecosystem with Bay Area to serve as primary driver in California Jobs Matter platform
- Increase awareness of regional brand as competitor to Texas, Mountain West, and Pacific Northwest
- Work to increase activity in Business Attraction and Foreign Direct Investment, particularly with small tech and growth stage companies
- Additional focus on promoting job and talent retention within the Northern California Megaregion

ROAD SHOWS

- Business Development team to lead traveling economic trade missions to targeted markets
- Invite Road Show prospects into the Sacramento regional market

MARKET INTELLIGENCE

- Develop a region-wide Market Intelligence program in conjunction with city, county, and regional partners to accomplish the following:
 - Develop early warning and response system to avoid business closures, layoffs, cutbacks, and relocations
 - Gather regional and national data in niche industries to support job creation and retention efforts
 - Increase economic productivity through marketing of and connection to key federal, state, and regional programs and services
 - Îdentify potential regional workforce training needs to avoid layoffs and encourage business expansion and new employment

GREATER SACRAMENTO EMERGES

 Target emerging companies from the Bay Area in Series A funding rounds that are considering outbounding to lower cost markets, providing one year of free space, access to our talented workforce, and a relocation benefits program offered by participating communities



Market and promote regional strengths and assets using non-traditional tools to elevate and create our regional brand.

Position Greater Sacramento as a reliable and engaging resource for stakeholders, policy-makers, and media on key economic development issues and news.

SOCIAL MEDIA

- Regularly post on top social media sites including Twitter, Facebook, and LinkedIn
- Incorporate weekly blog posts by guest experts and staff (research, marketing, business development)
- Develop and implement a millennial-targeted social media campaign focusing on Instagram and Snapchat
- Increase social media followers by providing shareable and influential content

EARNED MEDIA

- Create a tri-city media strategy that targets New York; Los Angeles; and Washington, D.C.
- Strategize media around New York tech investor and site selector meetings in February
- Create press events surrounding new company locations and expansions
- Create media events around the Metro Chamber's Cap-to-Cap trip to Washington, D.C.
- Maintain weekly and/or multi-weekly media presence regionally and in targeted markets

OWNED MEDIA

- Enhance current website with 2.0 launch, incorporating multiple interactive and engagement features
- Produce testimonial videos focusing on companies that have located to the region, as well as influencers in the marketplace





PRINT & DOWNLOAD MATERIALS

- Create downloadable and printable industry cluster collatoral materials
- Develop leave-behind printed materials for sales meetings that showcase the work of Greater Sacramento's strategic action councils

COMMUNICATION

- Distribute email newsletters to stakeholders and targeted audiences
- Develop and solidify relationships with regional and national media sources
- Cultivate ongoing stories that incorporate the Sacramento Region's competitive position and highlight Greater Sacramento's expertise

BAY AREA STRATEGY

- Create materials for the Bay Area office to assist with its specific strategies
- Regularly update dedicated social media and website portals with content supporting Bay Area initiatives

BASELINE BRANDING

- Conduct a perception survey of the Sacramento Region marketplace
- Implement a Brand Champion program for internal marketplace brand development





Below are Greater Sacramento's metrics for business attraction and retention.

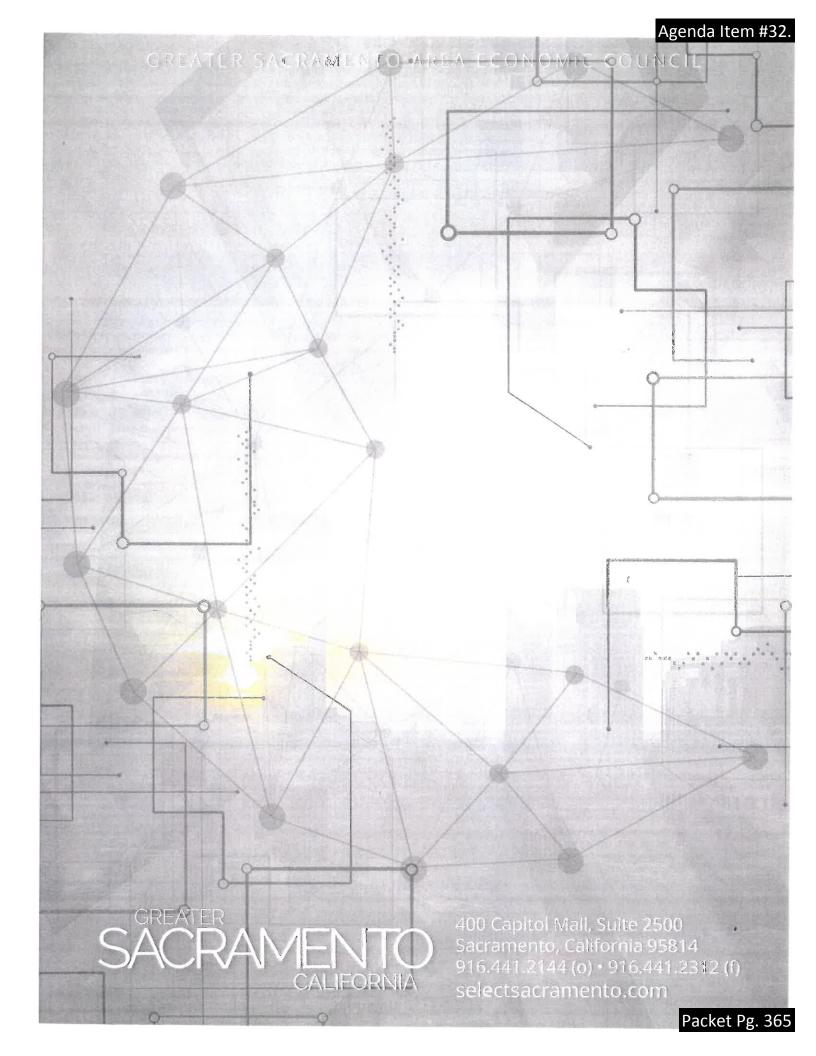
METRICS	TARGET	STRETCH
ATTRACTION		
Qualified Prospects	62	68
Locates	9	10
Payroll Generated (millions)	\$37.5	\$41.3
Jobs Created	920	1,012
RETENTION Qualified Prospects Locates Payroll Generated (millions) Jobs Created	41 5 \$7.0 173	45 6 \$7.7 190
EARNED MEDIA Earned Media Placement Value (millions)	\$29.0	\$32.0
STAKEHOLDER ENGAGEMENT Stakeholder Satisfaction	75%	82%

selectsacramento.com

BUDGET FY17

TOTAL EXPENDITURES	\$3,309.750.00
RESEARCH EXPENSES MERCHANT CARD FEES	\$100,000.00 \$7,500.00
TOTAL EVENTS/MEETING EXPENSES	\$106,000.00
Membership Meetings	\$4,000.00
Executive & Board Meetings	\$4,000.00
Bay Area Office Opening Reception	\$15,000.00
Road Shows & Sales Missions	\$83,000.00
EVENTS/MEETING EXPENSES	
TO THE BOSINESS DEVELOPMENT	\$158,000.00
Fleet Vehicles (replaces 2 car allowances) TOTAL BUSINESS DEVELOPMENT	\$25,000.00
Meals & Entertainment	\$68,000.00
Travel	\$65,000.00
BUSINESS DEVELOPMENT	
	, ,
TOTAL 5040 SPECIAL PROJECTS	\$170,000.00
RT Consultant	\$20,000.00
Earned Media & Communications	\$80,000.00 \$70,000.00
Digital Marketing Campaign	900 000 00
COMMUNITY OUTREACH	
5033 RECRUITMENT	\$11,500.00
5022 PROFESSIONAL SERVICES	\$145,000.00
	7010,200.00
TOTAL OFFICE	\$1,500.00 \$343,250.00
Property Taxes Paid	\$7,500.00
Dues and Subscriptions Printing	\$45,000.00
Telephone	\$11,000.00
Postage/Delivery	\$5,000.00
Parking	\$30,000.00
Rent Expense	\$170,500.00
Office Repair & Maintenance	\$3,500.00
Equipment Rental/Lease	\$5,000.00
Insurance	\$47,750.00 \$16,500.00
OFFICE Other Office Expenses	047750.00
OFFICE	
TOTAL PERSONNEL	\$2,268,500.00
Bay Area Housing	\$12,000.00
Car Expense	\$12,000.00
Phone Expense	\$10,000.00
Retirement Plan Contributions	\$4,000.00 \$75,000.00
Training	\$160,000.00
Employee Benefits Payroll Taxes	\$110,000.00
Salaries	\$1,885,500.00
PERSONNEL	
1	









City of Rocklin Sales Tax Update

Second Quarter Receipts for First Quarter Sales (January - March 2016)

Rocklin In Brief

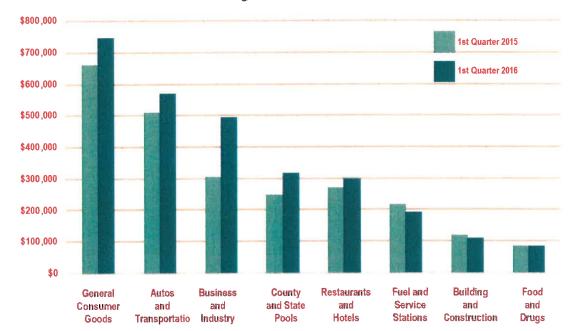
Rocklin's receipts from January through March were 17.0% above the first sales period in 2015. Excluding reporting anomalies, actual sales were up 15.8%.

A surge in energy equipment sales coupled with a reporting anomaly and several onetime sales boosted receipts in other segments of the business-industry group. The general consumer goods group had a strong showing by home furnishing retailers while sporting goods outlets, aided by the previous addition of a new outlet, also reflected strong growth. Anything with wheels sold well this quarter, while the past addition of four new eateries and the public's hunger for dining out boosted restaurant receipts. Finally, the City's allocation of the countywide use tax pool grew this quarter as well.

Lower fuel prices and a reporting anomaly this quarter that negatively skewed results for the building and construction group moderated the gains shown above.

Net of aberrations, taxable sales for all of Placer County grew 1.9% over the comparable time period; the Sacramento region was up 4.2%.

SALES TAX BY MAJOR BUSINESS GROUP



Top 25 Producers

IN ALPHABETICAL ORDER

Arco AM PM (2) Bass Pro Shops Outdoor World

Coldwell Solar

Daimler Trust

Dawson Oil

Floor & Decor

Grow Biz

Land Rover Rocklin

Lucille's Smokehouse BBQ

Meeks Building

Mercedes Benz of

Rocklin

Niello Porsche

RC Willey Home Furnishings

Safeway

SMA Solar Technology America

Sportsmans Warehouse

Studio Movie Grill

Target

Tektronix Texas

Tesla Motors

Toyhauler Liquidators

Tri Pacific Supply

Neighborhood

Market WhyBuyNewAutos.

Com

REVENUE COMPARISON

Four Quarters - Fiscal Year To Date

	2014-15	2015-16
Point-of-Sale	\$8,359,413	\$10,295,604
County Pool	974,718	1,291,389
State Pool	5,362	6,965
Gross Receipts	\$9,339,493	\$11,593,959
Less Triple Flip*	\$(2,334,873)	\$(2,191,744)

*Reimbursed from county compensation fund

California Overall

The local one-cent share of the statewide sales and use tax was 3.1% higher than the year-ago quarter after excluding payment aberrations.

Gains in the countywide use tax pools were the largest contributor to the increase due to the growing impact of online purchases from out-of-state sellers and the corresponding shift of tax revenues from brick and mortar retail stores to fulfillment centers that process orders online. Not surprisingly, areas with concentrations of young, affluent buyers saw the highest online sales growth and the weakest general consumer goods results.

Solid results from auto sales and leases, transportation rentals, contractor supplies and restaurants also contributed to the overall increase.

The 5.6% gain in the business-industry sector was bolstered by onetime receipts for equipment purchases related to alternative energy projects.

Most general consumer goods categories were flat or down, except for specialty stores, electronics-appliance stores and home furnishings, consistent with the trend of consumers buying more from online retailers.

Gains from most other segments were relatively modest, while lower prices at the pump caused an 11.4% decline in fuel tax revenues, extending the decline to a sixth consecutive quarter.

Robust Growth in Online Sales

National surveys reveal that consumers buy online to avoid crowds, save time and find better bargains. Online shopping also benefits buyers in rural areas with fewer shopping options.

Total online spending comprised 12.8% of all general consumer goods purchases in 2015, up from 3.4% in 2000.

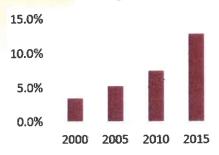
According to Forrester Research, Amazon accounted for 60% of total online sales growth in 2015.

Though the online share of overall sales

remains relatively modest, the year-overyear growth rate indicates a major shift in retailing is well underway. In response, more and more traditional brick and mortar retailers are opening online sales channels in recognition of this growing trend largely powered by younger buyers.

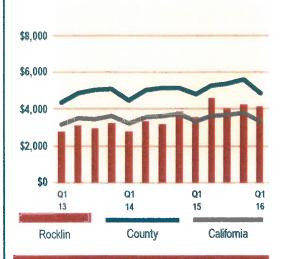
Department store chains have been particularly hard hit as Amazon has expanded its offerings to include apparel and fashion merchandise. Media reports indicate Macy's recently suffered its worse quarterly sales since the recession, while Nordstrom, J.C. Penney and Kohl's all reported lower sales. Each of these chains has established a solid web presence in a fight to retain market share.

Online General Consumer Goods YOY Percentage Growth

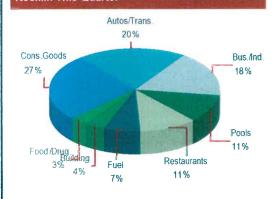


Gross Receipts

SALES PER CAPITA



REVENUE BY BUSINESS GROUP Rocklin This Quarter



Rocklin Top 15 Business Types *In thousands of dollars Rocklin County HdL State **Business Type** Q1 '16' Change Change Change 124.4 11,9% 16.5% 5.8% Casual Dining -15.9% 1.7% Contractors 43.2 -25.7% Discount Dept Stores -- CONFIDENTIAL --7.1% -0.3% 261.6 131.0% 592.2% 45.8% **Energy/Utilities** 16.6% 5.1% 2.7% Fast-Casual Restaurants 44.1 **Grocery Stores Liquor** 51.9 0.6% 6.2% 1.6% - CONFIDENTIAL -13.2% -2.0% Heavy Industrial 13.0% Home Furnishings 284.4 8.4% 3.0% **New Motor Vehicle Dealers** 333.3 5.3% 0.0% 3.1% **Quick-Service Restaurants** 91.4 14.8% 10.4% 6.4% Service Stations 168.2 -8.8% -11.3% -9.3% **Specialty Stores** 65.8 -3.0% 3.6% 3.4% Sporting Goods/Bike Stores 127.8 52.9% 25.0% 1.4% 59.9 15.4% 2.9% Trailers/RVs 6.1% 49.3 **Used Automotive Dealers** -0.4% 7.4% 9.2% 1.6% 2,507.4 15.7% 1.8% **Total All Accounts** County & State Pool Allocation 319.6 28,8% Packet 2.8% 2,827.0 17.0%