



AGENDA

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

October 11, 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

NOTE: CLOSED SESSION BEGINS AT 5:15 P.M.

THE REGULAR MEETING WILL BEGIN AT 6:00 P.M.

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

1. Conference with Legal Counsel – Existing Litigation
Under Government Code Section 54956.9(d)(1)
Nebraska Huggins v. City of Rocklin, et al.
Eastern District Court No. 2:15-CV-01424-WBS-CKD
2. Under Government Code Section 54957
Public Employee Performance Evaluation: City Manager
3. Conference with Labor Negotiator Pursuant to Government Code Section 54957.
City Designated Representative: Mayor Janda
Position: City Manager

Report from Closed Sessions:

INTRODUCTION

4. Meeting called to order at
5. Pledge of Allegiance
6. Roll Call:

A. Councilmembers:

B. City Personnel:

C. Commissioners:

COUNCIL REPORTS

AGENDA REVIEW

7. 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.

8. [City Council, Public Financing Authority & Successor Agency Meeting Minutes of September 27, 2016](#)

9. [Quarterly Building Report](#)

10. [Resolution of the City Council of the City of Rocklin Declaring the Month of October as Domestic Violence Awareness Month](#)

11. [Resolution of the City Council of the City of Rocklin Declaring October 23-31, 2016 as Red Ribbon Week](#)

12. [Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Community Center and Finnish Temperance Hall HVAC Replacement Project Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City \(Cooper Oates Air Conditioning, Inc.\)](#)

Staff Presentation by Matt McClure

13. [Resolution of the City Council of the City of Rocklin Approving and Directing Execution of a Landscaping Maintenance Agreement \(JRS Rocklin Partners, LLC\)](#)

Staff Presentation by David Mohlenbrok

14. [Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Consultant Services Agreement for Payment of Cost of Preparation of an Environmental Impact Report \(EIR\) and Execute a Consultant Services Agreement](#)

Staff Presentation by David Mohlenbrok

15. [Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 \(43rd Annexation\) and to Authorize the Levy of Special Taxes Therein \(The James](#)

[Apartments\)](#)

Staff Presentation by Mary Rister

16. [Resolution of the City Council of the City of Rocklin Authorizing the City Attorney to Sign an Informed Written Consent Waiving Potential Conflicts of Interest and Adopting a Procedure to Provide Informed Consent](#)

Staff Presentation by DeeAnne Gillick

SPECIAL PRESENTATIONS

17. [Present Council Resolution Declaring October as Domestic Violence Awareness Month - Stand Up Placer](#)

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.

18. NAME AND CITY

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

19. Request for City Council Study Session. Proposed Dates and Times: Friday, October 21st or 28th at 8:30 a.m.

Topics: (1) WAM Traffic Survey and Staff Recommendations; (2) Quarry Park Development; (3) City Council may have other topics that they wish to put forward

20. [Commemoration Wall Concept](#)

Presentation by Councilmember Scott Yuill

21. [Parks, Recreation and Arts Commission Public Art Action - Report for Information Only.](#)

Staff Presentation by Karen Garner

22. Announcements/Brief Reports

23. City Manager Report

24. City Attorney Communications (Verbal)

FUTURE AGENDA ITEMS

25. Cancel December 27, 2016 Council Meetings due to Holiday

FUTURE STRATEGIC PLANNING ITEMS

PUBLIC FINANCING AUTHORITY

26. No Action Required

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

27. No Action Required

ADJOURNMENT

28. Meeting Adjourned at



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



September 27, 2016

TIME: 5:00 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us

The Oath of Office and Closed Sessions of the Rocklin City Council, Rocklin Public Financing Authority and Successor Agency convened at 5:04 p.m. Mayor Janda presiding.

Roll Call: Ken Broadway, Dave Butler, Scott Yuill, Mayor Greg Janda

George Magnuson - Excused

OATH OF OFFICE

1. Swear In Ken Broadway as City Councilmember

Barbara Ivanusich administered the Oath of Office to Ken Broadway.

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

2. Conference with Legal Counsel – Existing Litigation
Under Government Code Section 54956.9(d)(1)
Contos v. City of Rocklin, Placer County Superior Court Case No. SCV0037018
3. Conference with Legal Counsel - Existing Litigation
Under Government Code Section 54956.9(d)(1)
Mahlberg vs. City of Rocklin, Placer County Superior Court Case No. SCV0034756
4. Conference with Legal Counsel - Existing Litigation
Under Government Code Section 54956.9(d)(1)
Diehl vs. City of Rocklin, Placer County Superior Court Case No. SCV0035916

Mayor Janda asked for public input. There being none, Mayor Janda called for the Closed Session at 5:07 p.m.

The Closed Session ended at 5:45 p.m. with no report.

INTRODUCTION

5. The Regular Meeting of the Rocklin City Council, Rocklin Public Financing Authority and Successor Agency convened at 6:00 p.m. Mayor Janda presiding.
6. Mayor Janda led the Pledge of Allegiance.
7. Roll Call:
 - A. Councilmembers: Ken Broadway, Dave Butler, Scott Yuill, Mayor Greg Janda
George Magnuson - Excused
 - B. City Personnel: Ricky A. Horst, City Manager
DeeAnne Gillick, Interim City Attorney
Laura Webster, Community Development
Marc Mondell, Community Development
Dave Palmer, Community Development
Kurt Snyder, Fire
Ron Lawrence, Police
Karen Garner, Recreation, Arts & Tourism
Kevin Huntzinger, Recreation, Arts & Tourism
Bret Finning, Community Development
Michael Green, Administration
Jason Johnson, Administration
David Mohlenbrok, Public Services
Barbara Ivanusich, City Clerk
 - C. Commissioners: None

COUNCIL REPORTS – none.**AGENDA REVIEW**

8. Agenda Modifications

Item No. 15 was pulled from the Consent Calendar for discussion.

CONSENT CALENDAR

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

9. City Council, Public Financing Authority & Successor Agency Meeting Minutes of September 13, 2016

10. Special Meeting Minutes of September 14, 2016
11. Resolution No. 2016-217 of the City Council of the City of Rocklin Accepting the Public Work Known as Front Street Frontage Improvements, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (NFB Engineering, Inc.)
12. Resolution No. 2016-218 of the City Council of the City of Rocklin Accepting the Public Work Known as Granite Drive Storm Drain Improvement Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (McGuire & Hester, Inc.)
13. Johnson Springview Community Park Cell Tower Modification
 - A. Resolution No. 2016-219 of the City Council of the City of Rocklin Approving a Notice of Exemption (Verizon Wireless Johnson Springview Community Park Cell Tower Modification (2016))
 - B. Resolution No. 2016-220 of the City Council of the City of Rocklin Approving Verizon Wireless Cell Tower Modifications at Johnson Springview Community Park (Verizon Wireless)
14. Spring Valley Phase 1 Village 1
 - A. Resolution No. 2016-221 of the City Council of the City of Rocklin Accepting the Public Work Known as Spring Valley Phase 1 Village 1 (SD 2013-07), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Spring Valley-Rocklin, L.P.)
 - B. Resolution No. 2016-222 of the City Council of the City of Rocklin Accepting the Public Work Known as Spring Valley Phase 1 Village 1 Landscaping (SD 2013-07), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Spring Valley-Rocklin, L.P.)
15. Pulled for discussion.
16. Whitney Ranch Phase II-C Unit 41 ABC
 - A. Resolution No. 2016-224 of the City Council of the City of Rocklin Accepting the Public Work Known as Whitney Ranch Phase II-C Unit 41 ABC (SD 2006-07), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Sunset Ranchos Investors, LLC.)
 - B. Resolution No. 2016-225 of the City Council of the City of Rocklin Accepting the Public Work Known as Whitney Ranch Phase II-C Unit 41 ABC Landscaping (SD 2006-07), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Sunset Ranchos Investors, LLC.)

17. Resolution No. 2016-226 of the City Council of the City of Rocklin Amending the City of Rocklin Management, Confidential, Public Services Employees, Permanent Part-Time Employees, and Temporary Part-Time Employees Salary Schedules for Fiscal Year 2016-2017

Motion to approve Item Nos. 9-14 and 16-17 on the Consent Calendar by Councilmember Yuill, seconded by Councilmember Butler. Passed by the following vote:

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

15. Resolution No. 2016-223 of the City Council of the City of Rocklin of Intent to Initiate an Amendment of the ZL Rocklin General Development Plan to Remove the Requirement to Construct Non-Residential Development, Increase the Maximum Allowed Residential Density within the Plan Area and Modify Development Standards as Necessary (PDG2016-0005)

Marc Mondell reported on the expedited manner in that the developer is interested in advancing the project and would like to do some subsurface investigation to determine how much rock they will be dealing with.

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

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

CITIZENS ADDRESSING THE CITY COUNCIL

18. NAME AND CITY

Jim Holmes, Placer County Supervisor, congratulated Ken Broadway on his appointment to the City Council; reported that the Capital Corridor Joint Powers added two more daily trains to Roseville; and the Board accepted a new book mobile.

BID ACTION

19. Whitney Community Park Amenities Upgrade

- A. Resolution No. 2016-227 of the City Council of the City of Rocklin Approving a Notice of Exemption (Whitney Community Park Amenities Upgrade Project)

- B. Resolution No. 2016-228 of the City Council of the City of Rocklin Authorizing the City Manager to Award the Bid for the Whitney Community Park Amenities Upgrade

David Mohlenbrok presented the staff report.

Kim Summer, Placer Valley Tourism, spoke in support.

Motion to approve Item No. 19.A. and B. by Councilmember Yuill, seconded by Councilmember Broadway.
Passed by the following vote:

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

REPORTS FROM CITY OFFICIALS/DISCUSSION AND POTENTIAL ACTION ITEMS

20. Guest Quarters – Report for Information Only.

Laura Webster's report highlighted:

- Secondary Residential Units
- 2015 Home Builder's Request
- ECD Guest Quarters Policy Determination
- Survey Results – Other Jurisdictions

21. Police Department Strategic Plan for FY 16/17 - Report for Information only.

Ron Lawrence's report highlighted:

- Seven Goals and Objectives

22. Re-naming Two Oaks Park to Wickman Neighborhood Park.

David Mohlenbrok presented the staff report.

23. Planning Commission Vacancy

Staff Recommendation: Provide Direction on Whether to Appoint a Planning Commissioner from Current Lists of Qualified Planning Commission and City Council Applicants or Follow the Traditional Recruitment Process

Barbara Ivanusich presented the staff report.

Council directed:

- A traditional recruitment process with a two week application period;

- Contact applicants on existing lists to determine whether or not they are interested in the position. If interested, add their current application to the pool; and
- Schedule a special meeting on October 20 for interviews

24. Announcements/Brief Reports

Dave Butler announced that Placer County Economic Planning Board Main Street USA is hosting a bus tour on October 1 and a workshop on October 28 in Roseville. He reported the lawn maintenance competition is being pushed to spring.

25. City Manager Report

Rick Horst summarized the Department of Food and Ag cultivation report.

26. City Attorney Communications (Verbal)

DeeAnne Gillick provided an update on the City Attorney recruitment and reported that Ethics Training would be scheduled in October.

FUTURE AGENDA ITEMS

- Marijuana ballot measure
- Wall of commemoration

FUTURE STRATEGIC PLANNING ITEMS – none.

PUBLIC FINANCING AUTHORITY

27. No Action Required

CITY COUNCIL ACTING AS SUCCESSOR AGENCY

28. Resolution No. 2016-26 SA of the Successor Agency to the Redevelopment Agency of the City of Rocklin Approving Property Disposition Procedures for the Former Redevelopment Agency Real Property Assets

Rick Horst presented the staff report.

Motion to approve Item No. 28 by Councilmember Yuill, seconded by Councilmember Broadway. Passed by the following vote:

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

ADJOURNMENT

29. Meeting Adjourned at 7:16 p.m.

Gregory A. Janda, Mayor

Barbara Ivanusich, City Clerk

CITY OF ROCKLIN

Economic and Community Development
Department Building Division



BACK TO AGENDA

MONTHLY BUILDING REPORTS



ROCKLIN
CALIFORNIA

July - September 2016



Permits Issued - Summary by Type

City of Rocklin

Date Range Between 7/1/2016 and 7/31/2016

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	6	\$676,100.00	\$15,667.76
OTHER	1	\$150,000.00	\$2,235.66
ROOFING	1	\$23,800.00	\$373.66
TENANT IMPROVEMENT	4	\$502,300.00	\$13,058.44
COMMERCIAL NEW	1	\$24,500.00	\$751.49
PATIO COVER	1	\$24,500.00	\$751.49
DEMOLITION	1	\$5,000.00	\$169.82
MULTI FAMILY	1	\$5,000.00	\$169.82
ELECTRICAL	50	\$985,651.49	\$6,469.32
ELECTRICAL PANEL-RES	1	\$1,800.00	\$210.00
OTHER	3	\$9,546.00	\$348.00
PHOTOVOLTAIC-RES	46	\$974,305.49	\$5,911.32
FIRE ALARM	7	\$126,397.00	\$2,357.00
Unassigned	7	\$126,397.00	\$2,357.00
FIRE SPRINK SYSTEM	15	\$71,764.00	\$3,750.00
MECHANICAL	18	\$172,552.00	\$2,256.48
HVAC-COM	1	\$30,000.00	\$284.48
HVAC-RES	17	\$142,552.00	\$1,972.00
PLUMBING	7	\$20,079.00	\$901.00
OTHER	1	\$1,800.00	\$196.00
SOLAR PANELS-RES	2	\$12,679.00	\$241.00
WATER HEATER-RES	4	\$5,600.00	\$464.00
POOL	16	\$663,700.00	\$15,533.19
PRIVATE	16	\$663,700.00	\$15,533.19
RES 1 2 FAMILY ALTER	24	\$406,274.00	\$9,211.70
ADDITION	1	\$75,000.00	\$1,413.85
OTHER	11	\$141,554.00	\$2,955.72
REMODEL	5	\$117,300.00	\$3,173.19
ROOFING	7	\$72,420.00	\$1,668.94
RES 1 2 FAMILY NEW	48	\$9,691,436.78	\$634,130.69
DWELLING	34	\$9,603,389.28	\$630,450.90
OTHER	3	\$4,000.00	\$410.52
PATIO COVER	7	\$63,967.50	\$2,377.99
RETAINING WALL	4	\$20,080.00	\$891.28
SIGN	4	\$15,994.00	\$1,079.06
BLDG PLANNING PERMIT	4	\$15,994.00	\$1,079.06
UNDERGROUND HYDRO	1	\$30,000.00	\$419.00
Unassigned	1	\$30,000.00	\$419.00
WEB RES HVAC	32	\$278,590.41	\$3,712.00
Unassigned	32	\$278,590.41	\$3,712.00
WEB RES WATER HEATER	12	\$17,576.24	\$1,392.00
Unassigned	12	\$17,576.24	\$1,392.00
Totals:	242	\$13,185,614.92	\$697,800.51



Permits Issued - Summary by Type

City of Rocklin

Date Range Between 8/1/2016 and 8/31/2016

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	9	\$1,218,582.00	\$22,635.92
OTHER	2	\$17,200.00	\$910.88
REMODEL	1	\$550,000.00	\$5,610.90
ROOFING	2	\$32,585.00	\$667.95
TENANT IMPROVEMENT	4	\$618,797.00	\$15,446.19
DEMOLITION	1	\$36,000.00	\$371.69
COMMERCIAL	1	\$36,000.00	\$371.69
ELECTRICAL	76	\$1,396,687.21	\$10,818.58
ELECTRICAL PANEL-RES	8	\$11,105.00	\$1,022.00
OTHER	4	\$5,800.00	\$558.00
PHOTOVOLTAIC-COM	1	\$70,930.00	\$1,307.42
PHOTOVOLTAIC-RES	63	\$1,308,852.21	\$7,931.16
FIRE ALARM	1	\$5,250.00	\$551.00
Unassigned	1	\$5,250.00	\$551.00
FIRE SPRINK SYSTEM	6	\$56,580.00	\$1,971.50
Unassigned	6	\$56,580.00	\$1,971.50
HOOD DUCT SYSTEM	1	\$4,500.00	\$328.00
Unassigned	1	\$4,500.00	\$328.00
MECHANICAL	24	\$230,825.55	\$2,864.00
HVAC-RES	24	\$230,825.55	\$2,864.00
MULTI FAMILY ALTER	6	\$149,300.00	\$3,177.49
OTHER	4	\$136,000.00	\$2,559.86
ROOFING	2	\$13,300.00	\$617.63
MULTI FAMILY NEW	3	\$5,279,795.28	\$558,584.80
DWELLING	3	\$5,279,795.28	\$558,584.80
PLUMBING	6	\$15,538.00	\$915.00
OTHER	3	\$7,600.00	\$348.00
WATER HEATER-RES	3	\$7,938.00	\$567.00
POOL	20	\$756,005.00	\$18,967.93
PRIVATE	20	\$756,005.00	\$18,967.93
RES 1 2 FAMILY ALTER	40	\$536,385.84	\$13,797.94
ADDITION	2	\$95,000.00	\$2,273.93
OTHER	15	\$130,306.84	\$3,570.59
REMODEL	9	\$143,309.00	\$4,371.60
ROOFING	13	\$162,770.00	\$3,293.67
SIDING	1	\$5,000.00	\$288.15
RES 1 2 FAMILY NEW	87	\$18,851,663.96	\$1,325,928.18
ACCESSORY BUILDING	1	\$11,640.00	\$359.51
DETACHED GARAGE	1	\$19,905.60	\$554.35
DWELLING	69	\$18,654,910.86	\$1,320,991.56
OTHER	1	\$0.00	\$80.00
PATIO COVER	13	\$91,687.50	\$3,830.76
RETAINING WALL	2	\$73,520.00	\$112.00
SIGN	4	\$14,000.00	\$826.92
BLDG PLANNING PERMIT	2	\$14,000.00	\$618.92
PLANNING PERMIT	2	\$0.00	\$208.00
WEB RES HVAC	41	\$428,781.21	\$4,756.00
Unassigned	41	\$428,781.21	\$4,756.00



Permits Issued - Summary by Type

City of Rocklin

Date Range Between 8/1/2016 and 8/31/2016

WEB RES WATER HEATER	14	\$29,853.87	\$1,624.00
Unassigned	14	\$29,853.87	\$1,624.00
Totals:	339	\$29,009,747.92	\$1,968,118.95



Permits Issued - Summary by Type

City of Rocklin

Date Range Between 9/1/2016 and 9/30/2016

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	6	\$521,871.00	\$9,439.09
OTHER	1	\$5,000.00	\$745.00
ROOFING	1	\$39,000.00	\$505.12
TENANT IMPROVEMENT	4	\$477,871.00	\$8,188.97
COMMERCIAL NEW	3	\$578,000.00	\$111,994.91
BUILDING	1	\$550,000.00	\$111,099.74
OTHER	2	\$28,000.00	\$895.17
ELECTRICAL	100	\$2,533,217.50	\$17,076.94
ELECTRICAL PANEL-RES	3	\$4,800.00	\$348.00
OTHER	17	\$32,099.45	\$2,028.16
PHOTOVOLTAIC-COM	1	\$961,212.00	\$4,526.15
PHOTOVOLTAIC-RES	79	\$1,535,106.05	\$10,174.63
FIRE ALARM	5	\$25,100.00	\$1,408.00
Unassigned	5	\$25,100.00	\$1,408.00
FIRE SPRINK SYSTEM	7	\$11,000.00	\$2,274.50
Unassigned	7	\$11,000.00	\$2,274.50
MECHANICAL	10	\$114,795.00	\$1,160.00
HVAC-RES	10	\$114,795.00	\$1,160.00
MISC SRVC INSPECTION	1	\$0.00	\$0.00
COMMERCIAL	1	\$0.00	\$0.00
MISCELLANEOUS	3	\$16,780.00	\$622.00
ELEC/MECH/PLUM-RES	3	\$16,780.00	\$622.00
MULTI FAMILY ALTER	1	\$48,000.00	\$998.52
OTHER	1	\$48,000.00	\$998.52
MULTI FAMILY NEW	2	\$4,267,257.36	\$469,691.11
DWELLING	2	\$4,267,257.36	\$469,691.11
PLUMBING	6	\$12,016.00	\$841.35
OTHER	1	\$4,000.00	\$181.35
WATER HEATER-RES	5	\$8,016.00	\$660.00
POOL	12	\$530,560.00	\$11,486.70
PRIVATE	11	\$350,560.00	\$9,042.90
PUBLIC	1	\$180,000.00	\$2,443.80
RES 1 2 FAMILY ALTER	37	\$594,485.00	\$13,222.65
OTHER	22	\$292,320.00	\$6,781.04
REMODEL	4	\$162,000.00	\$3,649.45
ROOFING	5	\$71,015.00	\$1,364.02
SIDING	6	\$69,150.00	\$1,428.14
RES 1 2 FAMILY NEW	62	\$13,124,541.52	\$876,801.56
ACCESSORY BUILDING	1	\$15,312.00	\$449.49
DWELLING	49	\$13,019,069.52	\$872,611.45
OTHER	2	\$13,000.00	\$543.06
PATIO COVER	10	\$77,160.00	\$3,197.56
SIGN	4	\$17,400.00	\$1,215.87
BLDG PLANNING PERMIT	4	\$17,400.00	\$1,215.87
WEB RES HVAC	20	\$225,665.23	\$2,320.00
Unassigned	20	\$225,665.23	\$2,320.00
WEB RES WATER HEATER	14	\$27,563.54	\$1,624.00
Unassigned	14	\$27,563.54	\$1,624.00
Totals:	293	\$22,648,252.15	\$1,522,177.20

City of Rocklin Community Development Department

Building Division

Building Activity Reports

Summary for Building Permits Issued Calendar Years 1996 - 2016*

Year	SFR	SFR Value	MFR	MFR Value	COM	COM Value	POOL	POOL Value
1996	422	66,522,239	103	6,184,489	36	5,734,378	110	2,044,426
1997	569	94,418,285	372	22,378,379	72	16,725,893	143	2,589,142
1998	844	141,202,664	862	49,796,829	72	15,852,452	178	3,984,120
1999	968	180,630,473	241	17,075,557	64	15,534,471	218	4,632,498
2000	1,036	205,560,940	355	21,573,401	64	16,327,364	254	6,417,574
2001	1,071	205,113,644	211	18,476,579	91	36,234,301	268	7,496,944
2002	906	199,840,242	839	61,026,862	95	26,073,812	239	6,813,077
2003	467	132,228,157	0	0	101	25,728,096	265	8,207,972
2004	461	121,596,253	52	6,451,513	120	29,396,171	280	10,199,313
2005	272	81,446,905	115	15,722,818	113	53,330,987	274	11,102,830
2006	213	68,302,198	453	32,504,857	202	69,493,548	193	8,395,690
2007	241	85,095,384	12	1,937,547	140	79,448,721	150	5,681,491
2008	148	48,541,886	54*	12,037,277	56	30,457,282	84	3,368,300
2009	128	44,057,305	210	21,848,985	33	10,582,307	52	2,060,720
2010	107	34,611,189	31	4,296,419	27	6,490,872	63	2,113,369
2011	77	25,923,804	28	4,067,674	36	2,895,474	41	1,467,643
2012	74	22,955,487	55	8,301,552	50	6,611,846	58	2,068,563
2013	125	40,715,797	3	446,535	45	36,725,767	59	2,138,045
2014	286	95,357,349	111	96,605,955	86	44,102,862	77	3,159,154
2015	389	121,248,562	310	21,990,985	69	30,400,070	138	5,153,716
2016	465	128,927,814	220	22,918,763	46	12,058,602	126	5,380,902

*Units and Values reflective through August 2016

SFR Single Family Residences
MFR Multi-Family Residences (housing units) *includes Dorm Rooms for William Jessup University (24 in Aug. '08 and 84 in Feb. '15)
COM Commercial Buildings/Tenant Improvements
POOL Swimming Pools and Spas

This report does not account for voided permits beyond the month of issue.



RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
DECLARING THE MONTH OF OCTOBER AS
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence in their lifetime; a woman is assaulted or beaten every nine seconds in the U.S. Domestic violence is the leading cause of injury to women in this country. Every day, at least three U.S. women are killed by their partners;

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year and approximately 60% of abusers abuse the children in the household;

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on the family, friends, and the community at large;

WHEREAS, families are indispensable to a stable society, and there should be a place of support to instill responsibility and values in the next generation;

WHEREAS, domestic violence is widespread and is devastating to society as a whole;

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference;

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse;

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law;

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; Stand Up Placer housing participants doubled from 2015 to 2016. In the next year it will double again. Housing is a key need for survivors wishing to live a life that is violence free;

WHEREAS, we encourage domestic violence survivors and their families to seek assistance from appropriate victims' services organizations such as Stand Up Placer by calling the crisis hotline 1-800-575-5352 or the National Domestic Violence Hotline 1-800-799-7233;

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

WHEREAS, important partnerships have been formed among criminal and juvenile justice agencies, healthcare, allied professionals, philanthropic organizations, and victim services to assist victims of domestic violence and their families;

WHEREAS, we dedicate ourselves to protecting and supporting vulnerable members of our community.

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

Section 1. The City Council of the City of Rocklin declares October 2016 as Domestic Violence Awareness Month and October 20th as Go Purple, Wear Purple Day and urges all citizens to actively support Stand Up Placer's work towards the elimination of domestic violence.

PASSED AND ADOPTED this 11th day of October, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
DECLARING OCTOBER 23-31, 2016 AS RED RIBBON WEEK

WHEREAS, October 2016 marks the 31st Anniversary of Red Ribbon Week, which is celebrated across the nation from October 23, 2016 – October 31, 2016; and

WHEREAS, Red Ribbon Week began after the March 1985 torture and brutal murder of DEA Special Agent Enrique “Kiki” Camarena by drug traffickers in Mexico; and

WHEREAS, parents, youth, schools, businesses, law enforcement, religious institutions, service organizations, senior citizens, medical and military personnel, sports teams, and individuals throughout the State of California will demonstrate their commitment to drug-free, healthy lifestyles by wearing red ribbons during this weeklong celebration; and

WHEREAS, drug abuse stands as one of the major challenges our state faces in securing a safe and healthy future for our children; and

WHEREAS, the objective of Red Ribbon Week 2016 will be to promote this view through drug prevention, education, parental involvement, and community-wide support.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does declare the week of October 23 through 31, 2016 as Red Ribbon Week in the City of Rocklin and encourages all Rocklin citizens to help build drug-free communities and to participate in drug prevention activities by making a visible statement that we are firmly committed to healthy, productive, drug-free lifestyles.

PASSED AND ADOPTED this 11th day of October, 2016, by the following vote:

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

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



+

City Council Report

Subject: Resolution of the City Council of the City of Rocklin Accepting the Public Work Project known as the Community Center and Finnish Temperance Hall HVAC Replacement Project Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City.

Submitted by: Rick Forstall, Director
Matt McClure (Presenter)

Date: 10/11/2016

Department: Public Services

Staff Recommendation: It is recommended that the City Council of the City of Rocklin approve the Resolution of the City Council of the City of Rocklin Accepting the Public Work Project known as the Community Center and Finnish Temperance Hall HVAC Replacement Project Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City.

BACKGROUND: On April 26, 2016, the City Council approved Resolution No. 2016-102, awarding the bid for the Community Center and Finnish Temperance Hall HVAC Replacement project. This project consisted of the replacement of five HVAC units that are a part of the department's reserve study. The first three HVAC units were located at the Community Center and scheduled for replacement in FY 15/16. The second two HVAC units were located at Finnish Temperance Hall, and were originally slated for replacement in 2009 but were deferred.

FINDINGS & ALTERNATIVES

Findings:

- Staff inspected the HVAC units and found that they are in need of replacement.
- Staff went out to bid on March 24, 2016 and three bids were submitted ranging from \$87,440.00 to \$110,955.03.
- On April 26, 2016, the City Council approved Resolution No. 2016-102 awarding the bid to Cooper Oates Air Conditioning, Inc. in the amount of \$87,440.00 and established the City Manager's change order authority at 15%.
- Work commenced on July 11, 2016 and the project was completed including all punch list items on September 12, 2016.
- There was one change order in the amount of \$3,845.00 which was under the City Manager's 15% change order authority.

- The following is a financial summary of the project:

Bid Award Amount: \$ 87,440.00

Change Order No. 1 \$ 3,845.00

Final Construction Cost: \$ 91,285.00

- This project was originally slated to begin in FY 15/16, however it was delayed due to a manufacturer's production schedule issues and the equipment was unavailable until after the start of FY 16/17.

Conclusion & Recommendation:

It is recommended that the City Council of the City of Rocklin approve and authorize the recordation of the Notice of Completion.

Fiscal Impact: This project was included in the FY 15/16 budget and funded using the General Fund (100). Due to manufacturer delays, the project started in FY 16/17 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



DeeAnne Gillick, Interim City Attorney
Reviewed for Legal Sufficiency

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN
AS COMMUNITY CENTER AND FINNISH TEMPERANCE HALL HVAC REPLACEMENT
PROJECT APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND
DIRECTING THE EXECUTION AND RECORDATION OF
SAID NOTICE ON BEHALF OF THE CITY
(Cooper Oates Air Conditioning, Inc.)

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 Community Center and Finnish Temperance Hall HVAC Replacement Project is hereby approved and the public work accepted.

Section 2. The City Manager 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 11th day of October, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, 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 Community Center and Finnish Temperance Hall HVAC Replacement Project is complete. The location of said project is Community Center – 5460 5th Street Rocklin, CA and Finnish Temperance Hall – 4090 Rocklin Road, Rocklin, CA. The Contractor on said project was Cooper Oates Air Conditioning, Inc.. The surety on said project was Western Surety Company. The owner of said project is The City of Rocklin. The date of completion was July 11, 2016.

I, Ricky A. Horst, being first duly sworn, depose and say: I am the City Manager 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 Manager - City of Rocklin – Owner of the Public
Work of Improvement

Barbara Ivanusich, City Clerk

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

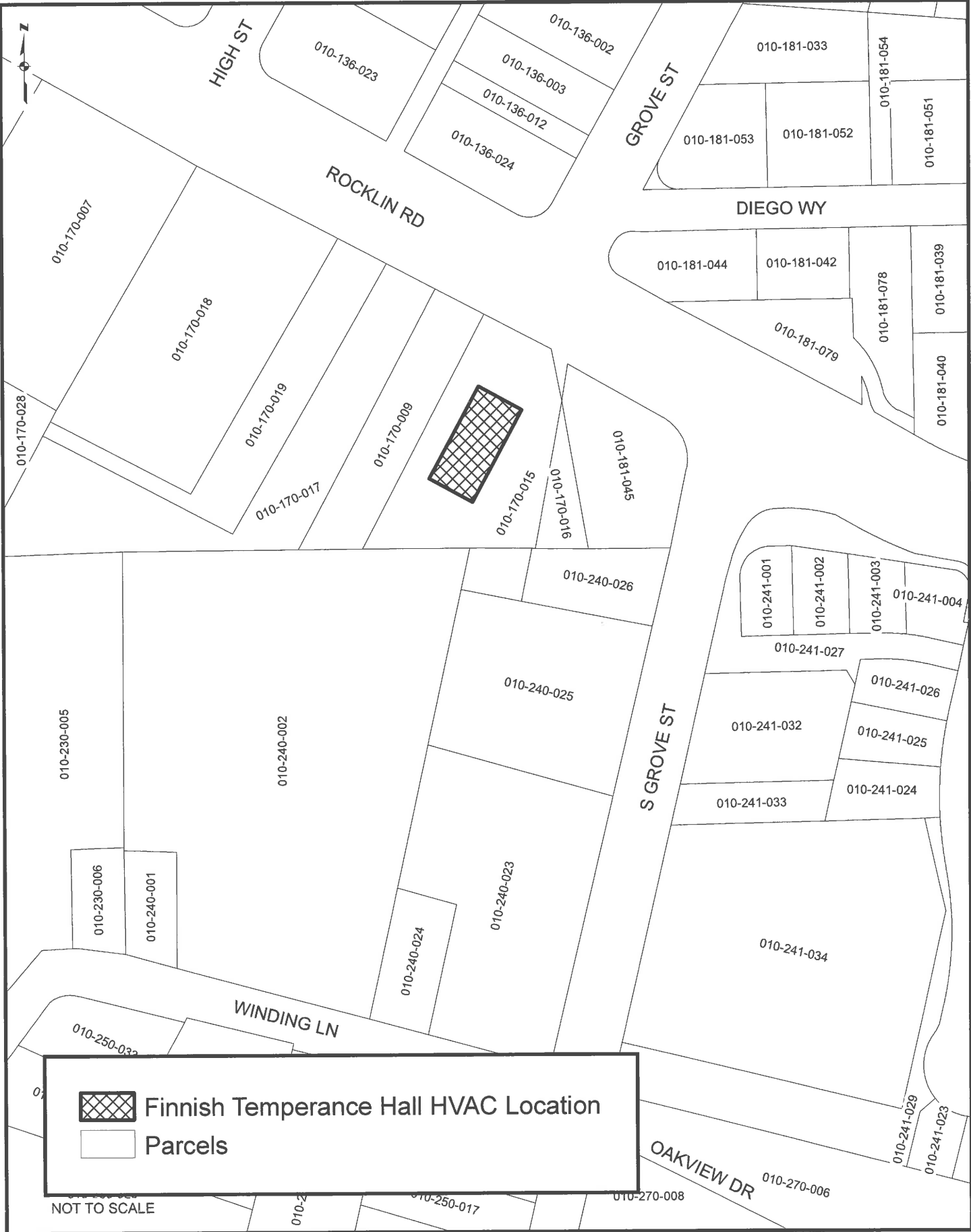
Date: _____

Signature: _____

Rocklin, California



Exhibit B





City Council Report

Subject: Resolution of the City Council of the City of Rocklin Approving and Directing Execution of a Landscaping Maintenance Agreement with JRS Rocklin Partners.

Submitted by: Rick Forstall, Director **Date:** October 11, 2016
David Mohlenbrok, Environmental Services Manager (Presenter)

Department: Public Services **Reso. No.** 2016-

Staff Recommendation: Staff recommends approval of the resolution approving and directing the execution of a Landscaping Maintenance Agreement with JRS Rocklin Partners to maintain landscape on the City's property on Lonetree Blvd. adjacent to Lot 2A

BACKGROUND: The Developer (JRS Rocklin Partners) has agreed to maintain both the City owned landscaping and the landscaping on their private property adjacent to the City right-of-way at Lonetree Blvd.-Lot 2A. This agreement will insure a uniform landscape treatment and simplify maintenance responsibilities.

The agreement requires the Developer to maintain proper insurance coverage naming the City as additional insured. The agreement also includes the City's standard hold harmless provision.

This agreement will provide maintenance cost savings to both the City and the Developer. By providing the irrigation and maintenance of this area, the developer installing a separate irrigation system for the very small City landscape area and enhances the entry way to the site.

Staff has determined that this agreement is beneficial to both the Developer and the City.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- A Landscape Maintenance Agreement is required under the project's conditions of approval.

Recommendations:

- Approve the resolution approving and directing the execution of a Landscaping Maintenance Agreement for JRS Rocklin Partners LLC.

Alternatives:

- City to maintain its own right-of-way landscaping.

Fiscal Impact:

Fiscal impact due to the property owner maintaining this landscaping results in a small savings to the City.



Ricky A. Horst, City Manager
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 DIRECTING EXECUTION
OF A LANDSCAPING MAINTENANCE AGREEMENT
(JRS Rocklin Partners, LLC)

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

Section 1. The City Council of the City of Rocklin approves and directs the City Manager to execute an agreement for landscaping maintenance between the City of Rocklin and JRS Rocklin Partners, LLC, in the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is authorized and directed to record the Landscaping Maintenance Agreement in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 11th day of October, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

Recording Requested by
and Return to:

No Fee Per Gov't Code § 27383

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

**LANDSCAPING MAINTENANCE AGREEMENT
(JRS Rocklin Partners, LLC)**

This Agreement is entered into as of _____, 2016, by and between the City of Rocklin, a municipal corporation ("City") and (JRS Rocklin Partners, LLC), a ("Developer").

RECITALS

1. Developer has received approval for and is pursuing construction of the project known as Lot 2A Apartments ("Project") approved by Rocklin City Council Resolution No. 2003-60.

2. A condition of approval of the Project requires Developer to landscape and maintain the perimeter of the site, a portion of which is immediately adjacent to the right-of-way of Lone Tree Blvd. The landscaped areas of the Project and the adjacent right-of-way are depicted on Exhibit A, attached hereto and by this reference is incorporated herein, ("Landscaped Area"). The portion of the Landscaped Area within the City right-of-way is would normally be maintained by City out of revenues generated by Community Facilities District No. 5 (the "District") of which the Project is a part.

3. To insure a uniform landscaping treatment and simplify maintenance responsibilities, City and Developer enter into this Agreement to allow Developer to design and install landscaping within the entire Landscaped Area and assume maintenance responsibility for the entire Landscaped Area.

AGREEMENT

4. Developer shall prepare and submit to the City's Director of Community Development and the City's Director of Public Works final landscape and irrigation plans for all of the Landscaped Area shown on Exhibit A and in compliance with all conditions of Project approval.

5. Developer shall obtain an encroachment permit for all improvements within the public right-of-way. Developer shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of Developer in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City.

6. Developer shall supply City with a complete set of as-built plans of the landscaping and irrigation system within five (5) days of final inspection and approval.

7. Developer shall at all times maintain the Landscaped Area in a professional manner commensurate with the standard of maintenance provided by City in its landscaped rights-of-way in the vicinity of the Project site.

8. Insurance.

A. Developer 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 Developer, its agents, representatives, employees, or subcontractors. All coverage available to the Developer as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Developer shall provide to City the full policy limits of Developer's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Developer 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.

2. Worker's Compensation and Employer's Liability Insurance.

Developer 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 Developer may have for worker's compensation. Developer 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. Automobile. Developer 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 Developer, and with respect to liability arising out of work or operations performed by or on behalf of the Developer 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 Developer, the Developer'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 Developer's insurance and shall not contribute with it.

3. Coverage shall not be cancelled by the Insurer except after thirty

(30) days prior written notice has been given to the City.

C. The insurance company or companies providing Developer 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 Developer shall procure a bond 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 and shall be on an occurrence policy form.

F. If Developer, 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 Developer resulting from the breach.

G. Developer 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. Developer 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.

Developer 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 Developer 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 provision: the State Compensation Insurance Fund waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the State Compensation Insurance Fund in connection with work performed by Developer under this Agreement.

9. Developer shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including litigation costs and attorneys fees, arising out of Developer's performance or non-performance of its duties and obligations under this Agreement,

caused in whole or in part by any negligent act or omission of Developers, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

10. Developer agrees to remedy any defects in the landscaping and irrigation system within the Landscaped Area arising from faulty or defective design or construction occurring at any time during the term of this Agreement.

11. **Attorney Fees; Litigation Costs.**

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.

12. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. Upon notice of termination being given, and within that thirty (30) day period, Developer shall complete the following requirements:

A. Developer, at its sole cost, shall provide for the continued irrigation of the public right-of-way portion of the Landscaped Area, separate from the privately owned portion of the Landscaped Area.

B. Developer shall modify or replace the then existing irrigation system, to the satisfaction of City, and install, or pay the City the cost to have installed, a City water meter located within the public right-of-way. If the Developer fails to perform the work necessary to revise the irrigation system and install a City water

meter, the City may at its option, perform or cause to be performed said work on behalf of Developer and assess a lien against Developer's property for the cost of the work.

13. The obligations set forth in this agreement are covenants that run with the land and are appurtenant to and shall burden Developer's property (and any portion into which such property may hereafter be divided), and are for the benefit of the adjacent City owned right-of-way.

14. This Declaration shall inure to the benefit of and be binding upon Developer, and their respective heirs, personal representatives, successors and assigns, and upon any person acquiring Developer's property, or any portion thereof, or any interest therein, whether by operation of law, foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15. Notices shall be deemed given when mailed first class, postage prepaid, or personally delivered to the principal office of the other party at the following address:

City:	City of Rocklin c/o City Manager 3970 Rocklin Road Rocklin, California 95677
Developer:	JRS Rocklin Partners, LLC P.O. Box 160287 Sacramento, CA 95816

Notices may be sent to such other persons and addresses as either party may designate from time-to-time in writing.

16. This Agreement shall be recorded in the Office of the Placer County Recorder.

The parties have executed this Agreement on the date first above written.

CITY OF ROCKLIN

By: _____
Ricky A. Horst, City Manager

DEVELOPER:

JRS Rockin Partners

By: _____

Its: PRINCIPAL/MANAGER

APPROVED AS TO FORM

DeeAnne Gillick, City Attorney

ATTEST

Barbara Ivanusich, City Clerk

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

State of California)

County of ~~Placer~~)

Sacramento (e)

On this 8 day of September, 2016, before me
Lesley Kaufman, notary public,

(Notary Name and Title)

personally Roger P. Duke 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: 10/22/16

[Signature]
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.

State of California)
 County of Placer)

On this _____ day of _____, 20____, before me
 _____, notary public,

(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.

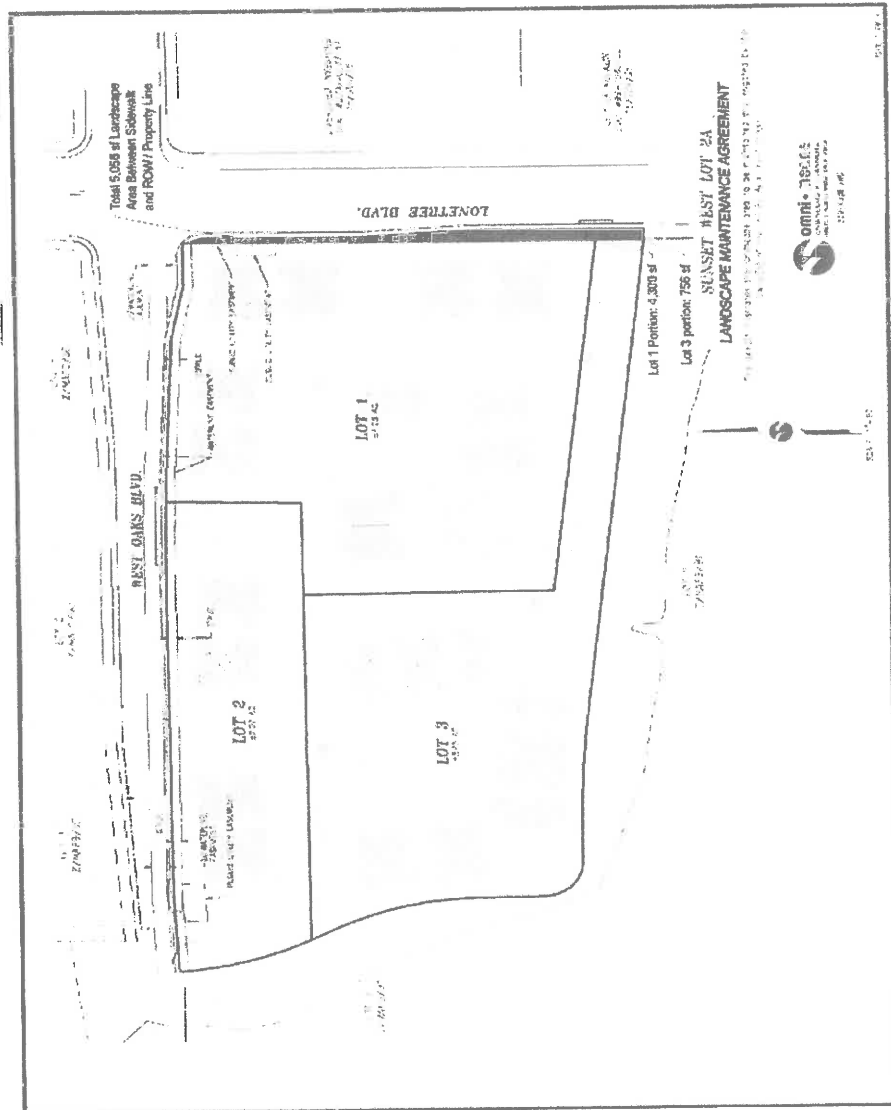
My Commission Expires: _____

 Notary Public in and for said county and state

(SEAL)

EXHIBIT A

6201 West Oaks Blvd., Rocklin CA 95765- Southwest quadrant of the intersection of
Lontree Blvd. and West Oaks Blvd. (as shown below)





City Council Report

Subject: Resolution of the City Council Approving and Authorizing the City Manager to Execute an Agreement for Payment of Cost of Preparation of an Environmental Impact Report (EIR) and Execute a Consultant Services Agreement.

Submitted by: Rick Forstall, Director
David Mohlenbrok, Environmental Services Manager

Date: October 11, 2016

Department: Public Services

Reso. No. 2016-

Staff Recommendation: Staff recommends approval of the resolution of the City Council of the City of Rocklin approving and authorizing the City Manager to Execute a An Agreement for Payment of Cost of Preparation of an Environmental Impact Report (EIR) and Execute a Consultant Services Agreement.

BACKGROUND

An application, from Lowell Development Inc. (Applicant), has been made to the Economic and Community Development Department to allow a 7.4-acre site to be developed into a 64-unit single family residential lot subdivision known as the Quarry Row Subdivision. The project site is currently occupied by an approximately 14,000 square foot building that would be removed as part of this project. It has been determined that an EIR is needed to process the project for purposes of complying with the California Environmental Quality Act (CEQA), and a consultant has been selected to perform that work, as overseen by the City. Through a three-party Consultant Services Agreement, the City will oversee and manage the effort and the project Applicant will fund the cost of the EIR, as well as City Staff time for the oversight and management of the effort.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

Findings and Conclusions:

- The Quarry Row Subdivision project will require the preparation of an Environmental Impact Report (EIR) for the purpose of complying with the California Environmental Quality Act (CEQA).
- The project Applicant solicited a proposal from the consulting firm of Adrienne Graham, CEQA Consultant, and submitted that proposal to City staff.
- Staff reviewed the proposal and is recommending Adrienne Graham, CEQA Consultant, to the City Council for selection to prepare the Quarry Row Subdivision EIR.
- The City will oversee and manage the CEQA Consultant in the preparation of the EIR and the Applicant will pay the City for this process.

Recommendations:

Staff is recommending that the City Council approve and authorize the City Manager to 1)Execute an Agreement for Payment of Cost of preparation of an EIR between the City and Applicant, and 2)Execute a Consultant Services Agreement for preparation of an EIR between the City and the Consultant, Adrienne Graham.

Fiscal Impact:

- The preparation of the Quarry Row Subdivision EIR is anticipated to have a cost of \$29,260.00, and the associated City fee for the EIR is \$10,803.00 for a total of \$40,063.00. These costs will be funded by the project Applicant, Lowell Development, Inc.



Ricky A. Horst, City Manager
Reviewed for Content



DeeAnne Gillick, City Attorney
Reviewed for Legal Sufficiency

Attachments:

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT FOR PAYMENT OF COST OF PREPARATION
OF AN ENVIRONMENTAL IMPACT REPORT (EIR)
AND EXECUTE A
CONSULTANT SERVICES AGREEMENT
(Lowell Development, Inc. /Quarry Row Subdivision)
(Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR))

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 an Agreement for Payment of Cost of Preparation of an Environmental Impact Report, in the form attached hereto as Exhibit 1 and by this reference incorporated herein.

Section 2. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Consultant Services Agreement in the form attached hereto as Exhibit 2 and by this reference incorporated herein.

PASSED AND ADOPTED this 11th day of October, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT 1

AGREEMENT FOR PAYMENT OF COST OF PREPARATION OF AN ENVIRONMENTAL
IMPACT REPORT (EIR)
(Lowell Development, Inc. /Quarry Row Subdivision)

THIS AGREEMENT is made at Rocklin, California, as of _____, 2016, by and between the City of Rocklin, a municipal corporation ("City"), and Lowell Development, Inc. ("Applicant"), who agree as follows:

1. Applicant has submitted applications for the Quarry Row Subdivision project.
2. The Environmental Coordinator of the City of Rocklin has determined that an Environmental Impact Report (EIR) is necessary.
3. The City of Rocklin is prepared to enter into an agreement with Adrienne Graham, CEQA Consultant for the preparation of an EIR, as required by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et. seq.
4. Applicant shall pay to City the amount of \$29,260.00 to cover the cost of preparing an Environmental Impact Report, as set forth in the agreement between City and Adrienne Graham, CEQA Consultant attached as Exhibit 2 to the approving resolution and by this reference incorporated herein. Lowell Development, Inc. shall deposit half of the total or \$14,630.00 with the City on or before execution of this Agreement. Lowell Development, Inc. shall deposit the remaining half of the total within ten (10) days after notification that the first half of the total, or \$14,630.00 has been expended. City shall pay Adrienne Graham, CEQA Consultant, monthly, after receiving invoices, on a time and materials basis in an amount based upon Adrienne Graham, CEQA Consultant's hourly rates. After City pays Adrienne Graham, CEQA Consultant's final invoice for all services required by the agreement for preparation of the EIR (Exhibit 2), City shall refund to Applicant any unpaid portion of the \$29,260.00, if any remains. Should the scope of services exceed the specified scope in Exhibit A and/or the costs exceed the specified dollar amount in Exhibit B, the City will consult with Lowell Development, Inc. and Adrienne Graham, CEQA Consultant and amend this Agreement accordingly.

5. Applicant shall also pay City upon execution of the agreement the amount of \$10,803.00 to cover the administrative costs incurred by the City for processing the EIR on the project.
6. Applicant may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who executed it.
7. 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.

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Ricky A. Horst, City Manager

Applicants:

Lowell Development, Inc.

By: _____
Todd Lowell

EXHIBIT 2

CONSULTANT SERVICES AGREEMENT

Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR)

THIS AGREEMENT is made at Rocklin, California, as of _____, 2016, by and between the City of Rocklin, a municipal corporation ("City"), and Adrienne Graham, CEQA Consultant ("Consultant"), who agree as follows:

1. **Services.** 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. **Payment.** 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. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance.** Time is of the essence, and, subject to City's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Ricky A. Horst
City Manager

CONSULTANT

By: _____
Adrienne Graham

APPROVED AS TO FORM:

DeeAnne Gillick
City Attorney

ATTEST:

Barbara Ivanusich
City Clerk

EXHIBIT A

SCOPE OF SERVICES

Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR)

Introduction

The Quarry Row project (proposed project) would develop 64 units on a 7.4-acre site in the City of Rocklin, along with associated parking and infrastructure. The only offsite infrastructure improvements would occur at the project access points on Pacific Street and Grove Street. On Pacific Street, an existing landscape median and striping would be removed to accommodate a westbound left turn into the project's access street.

The proposed project would include the following entitlements:

- General Plan Amendment
- Rezone
- Small Lot Tentative Map
- Design Review Permit
- Oak Tree Removal Permit

The project site has been disturbed in the past, and is currently occupied by an approximately 14,000 square foot building leased to a dance studio. The building would be removed as part of the project.

Surrounding uses include single-family residential development, vacant land, a mobile home park and a partially developed commercial site.

The project site is relatively flat, and due to its location and prior use, very few natural resources are present. There are trees that would be removed; although none of these trees meet the City's definition of a heritage tree. Two historic resources have been identified onsite. A remnant of old fencing is present, but does not meet the criteria for historic significance. The existing building is listed in the City's 2011 General Plan as a resource of historic interest, and meets the criteria for listing on the California Register for its association with social-cultural events, recreation and entertainment in Rocklin and Placer County.

The City has reviewed the proposed project and determined that it is likely that all project impacts could be reduced to a less-than-significant level through regulation and

mitigation, except the removal of the historic building. Therefore, an EIR focused on cultural resources will be prepared.

The following scope of work provides for preparation of the Draft EIR, Final EIR and Mitigation Monitoring and Reporting Program (MMRP). It is assumed that the City will prepare the Initial Study, which will address all impact areas in detail, except cultural resources. The Consultant will review the Initial Study, and incorporate any identified mitigation measures into the Summary chapter of the Draft EIR and the MMRP. The Consultant will also coordinate with the City on noticing, and provide text for Notices of Availability and newspaper notices if requested, but will not reproduce or distribute any notices of availability.

The Draft EIR will include a technical chapter addressing historic resources, including archaeological, historic and paleontological resources. The Windmiller Study (July 2015) will provide the basis of the cultural resource setting and impact analysis. The Draft EIR will also include a summary, alternatives and CEQA considerations. The alternatives chapter will be focused on impacts related to the historic building.

Scope of Work

Task 1: Project Initiation

The Consultant will review project information, including the project application and reports prepared by the applicant.

The Consultant will discuss the EIR process with City staff, and refine the scope of work and schedule. Items to be discussed include the CEQA process for this project, scope of work, project description, project objectives, potential alternatives, deliverable dates, City concerns regarding the CEQA process, whether optional tasks will be undertaken by the Consultant, and any interests or concerns of the public or agencies that the City is aware of.

The Consultant will review the Administrative Draft Initial Study prepared by City staff, and provide questions, comments and/or suggested revisions to the City.

If the City prepares the NOP, the Consultant will review the NOP and provide questions, comments and/or suggested revisions to the City.

If public and/or agency comments on the NOP indicate that there could be one or more significant and unavoidable impacts in an area other than cultural resources, the Consultant will meet with the City to discuss the changes to the scope, cost and schedule that inclusion of those issues in the ADEIR would entail.

Task 1 Deliverables

- Attendance at one start-up meeting or conference call
- Draft schedule
- Revised Scope of Work, if necessary
- Review of and comment on the draft project objectives
- Review of and comment on the Administrative Draft Initial Study
- Review of and comment on the draft Notice of Preparation

Task 2: Prepare Administrative Draft EIR (ADEIR)

The Consultant will prepare the ADEIR in accordance with CEQA. The ADEIR will include an introduction describing the EIR process, a summary of the environmental analysis, including a summary table, the project description, specific environmental issue impacts analyses, alternatives, other statutorily required CEQA sections (e.g., growth inducement), bibliography, and a complete list of authors responsible for the environmental analysis. The summary will include significant impacts and mitigation measures identified in the Initial Study.

The ADEIR will explain the scoping process, and why only cultural resources are addressed in the technical chapter of the ADEIR.

The ADEIR will include an alternatives analysis of no more than three alternatives to the proposed project, including the No Project Alternative. The alternatives will focus on avoiding or lessening impacts on the historic building.

This scope assumes that the EIR will be focused solely on Cultural Resources (archaeological, historic and paleontological), and that all other issues will be addressed solely in the Initial Study prepared by City staff.

Appendices will include the NOP, the Initial Study, responses to the NOP from the public and/or agencies, and studies prepared for the project and referenced in the ADEIR and/or Initial Study.

Task 2 Deliverables

- Electronic version of ADEIR (word and pdf)

Task 3: Prepare the Draft EIR (DEIR)

Based on one consolidated set of City comments, the Consultant will revise and finalize the DEIR. The Consultant will submit a Screencheck DEIR for limited review by City staff to ensure that comments received on the ADEIR have been adequately addressed. Revisions will be shown in track changes. It is assumed that the City will distribute any copies to interested parties. The Consultant will prepare the NOC for the State Clearinghouse submittal.

The Consultant will assist the City with noticing by providing text to be included in notices if requested. This scope assumes that the City will handle all reproduction and distribution of the notices and/or DEIR, except for the 30 bound copies identified below.

Task 3 Deliverables

- 1 electronic version of the Screencheck DEIR
- 15 bound copies of the DEIR to City
- 15 bound or CD copies of the DEIR to the State Clearinghouse
- Notice of Completion delivered to the State Clearinghouse
- Electronic copy of the DEIR in MS Word and pdf provided to City

Task 4: Prepare the Administrative Final EIR (AFEIR)

After close of the 45-day public comment period, the Consultant will prepare written responses to comments received on the DEIR, particularly comments addressing the CEQA process, cultural resources and alternatives. The Consultant will rely on information provided by City staff to address comments on Initial Study issues, if any.

The comments and responses will be compiled into an Administrative Final EIR (AFEIR) for City review, using an agreed-upon format.

The Consultant does not anticipate that these comments will raise new issues on the proposed project. Should this not be the case, the Consultant will immediately initiate discussion with City staff to conduct this extra work.

The AFEIR will consist of responses to comments and a chapter identifying changes to the DEIR. If needed, the Consultant will meet with City staff to discuss revisions to the AFEIR.

Task 4 Deliverables

- Electronic version of AFEIR (word and pdf)

Task 5: Prepare the Final EIR (FEIR)

Upon receipt of City staff comments on the AFEIR, the Consultant will revise the AFEIR document and submit a Screencheck FEIR to the City. After City review, the Consultant will provide a revised Final EIR.

Task 5 Deliverables

- 1 electronic version of the Screencheck FEIR
- 15 bound copies of the FEIR to City
- Electronic copy of the FEIR in MS Word and pdf provided to City

Task 6: Prepare the Mitigation Reporting and Monitoring Program

During the preparation of the AFEIR, the Consultant will prepare an administrative review copy of the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include in tabular form all mitigation measures identified in the Draft and Final EIR, including measures found in the Initial Study, and will identify the timing of measures and the parties responsible for implementing and monitoring each measure. The revised MMRP will be included in the Final EIR.

Task 6 Deliverables

- The Administrative Draft MMRP will be contained with the AFEIR and Screencheck FEIR submitted to the City under Tasks 4 and 5, described above.
- A revised MMRP will be included with the FEIR, described in Task 5 above.

Task 7: Project Management, Meetings and Hearings

The Consultant will attend up to two meetings and up to two public hearings. These meetings may include meetings to be held with the City staff, and/or other agencies or technical specialists during the project to ensure clear and regular communication concerning the issues. Additional meetings, if necessary, will be reimbursed on a time-and-materials basis.

Task 7 Deliverables

- Attendance by the Consultant at up to 2 meetings with City staff
- Attendance at 1 Planning Commission
- Attendance at 1 City Council hearing

Schedule

The Consultant is prepared to complete the EIR process according to the schedule shown below. This schedule shows the entire environmental review being completed in approximately 35 weeks after authorization to proceed. This schedule assumes that City comments on administrative drafts are not excessive, and public comments on the NOP and Draft EIR are not excessive. Factors that could lengthen or shorten the schedule include receipt of technical analyses from City, length of City reviews, and unanticipated issues arising from City staff review of the environmental documents.

Quarry Row Subdivision Focused EIR Tentative Schedule	
Task	Time Needed
Task 1: Project Initiation	2 weeks of Authorization to Proceed and receipt of project information
Review Admin Draft Initial Study and NOP	2 weeks after receipt of Administrative Draft Initial Study
City revises and publishes Admin Draft Initial Study and NOP	2 weeks
NOP Circulation	30 days
Task 2: Prepare ADEIR	3 weeks after close of NOP comment period
City review of ADEIR	3 weeks
Task 3: Prepare DEIR	
Prepare Screencheck DEIR	2 weeks
City review of Screencheck DEIR	3 days
Finalize and print Draft EIR	1 week
Draft EIR public review	45 days
Tasks 4 and 6: Prepare Admin Final EIR and MMRP	3 weeks
City review of AFEIR and MMRP	2 weeks
Task 5: Prepare Final EIR and MMRP	
Prepare Screencheck FEIR and MMRP	1 week
City review of Screencheck FEIR and MMRP	3 days
Finalize and print FEIR and MMRP	1 week
Task 7: Project management	Ongoing
City action on project	Minimum of 10 days after Final EIR completed
Total	35 weeks

EXHIBIT B
 Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
 Environmental Impact Report (EIR)

PAYMENT FOR SERVICES RENDERED

The estimated cost for completion of the Quarry Row Subdivision EIR is \$29,260.00. The scope of services to be performed by Adrienne Graham, CEQA Consultant, and the cost associated for these tasks, are attached as Exhibits "A" and "B" and incorporated by this reference. Following is a breakdown of the cost estimate:

Quarry Row Subdivision Focused EIR Cost Estimate		
	Hours	Cost
Labor		
Task 1 Project Initiation	24	
Task 2 Prepare ADEIR	50	
Task 3 Prepare Screencheck and DEIR	24	
Task 4 Prepare AFEIR	20	
Task 5 Prepare Screencheck and Final EIR	8	
Task 6 Prepare MMRP	12	
Task 7 Project Management	30	
Total Hours	168	
Hourly Rate	\$165	
Total Consultant Labor		\$27,720
Subconsultants		\$1,000
Word processing and graphics	\$1,000	
Expenses		\$400
Delivery, Postage	*	
Printing	*	
Miscellaneous	\$400	
*These items to be billed at cost plus 10%		
Administration Fee (10%)		\$140
Total Budget, exclusive of optional tasks		\$29,260

The City of Rocklin shall pay A. Graham, CEQA Consultant (Consultant) a fee not to exceed Twenty-Nine Thousand Two Hundred Sixty Dollars (\$29,260.00) for services identified in Exhibit A.

Consultant shall invoice the City, and the City shall pay invoices according to the following schedule:

- A. Initial Payment – Upon execution of this Agreement, Consultant shall invoice City for 20% of the total amount of payment (\$5,852.00). Upon City's receipt of the invoice, City shall pay Consultant the invoiced amount.
- B. Monthly Payment for Services Rendered – After City's initial payment, Consultant shall bill City on a monthly percent complete basis, subject to the following limitations:
 - 1. City's total amount due to Consultant for charges incurred for the preparation of the Administrative Draft EIR shall not exceed 50% of the total amount (\$14,630.00).
 - 2. City's total amount due to Consultant for charges incurred for the preparation of the Final EIR and MMP, and attendance at Final EIR hearings, shall not exceed 10% of the total amount (\$2,926.00).
 - 3. City's total amount due to Consultant for charges incurred for the preparation of the Final EIR and MMP, and attendance at the Final EIR hearings, shall not exceed 20% of the total amount (\$5,852.00).
- C. In the event that the project is delayed, through no control of Consultant, for more than 90 days, the Consultant will invoice the City on a time and materials basis for services through the date the delay commences. In no instance shall the invoice exceed the payment percentages indicated above for the corresponding stages of the project. By way of example, if all payments have been made through the acceptance by the City of distribution of the Administrative Draft EIR, the next available invoice amount is for 10% of the contract price, payable upon acceptance by the City of the Draft EIR distribution. Should a delay exceeding 90 days in duration occur at this stage of the project, the time and material invoice could not exceed 10% of the contract price. Provided Consultant has been given prior notice, the City reserves the right to reduce the scope of work on any task and to reduce the cost of the task accordingly for any described tasks presented in the scope of services.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF CITYAdrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR)

1. Furnish all data, maps, and other information pertinent to the scope of work which are in the City's possession and make all reasonable and good faith efforts necessary to obtain the same from other agencies or entities known to the City. Consultant shall develop a list, to be reviewed and approved by the City, of needed or known items upon commencement of performance of the Agreement and City Shall endeavor to provide the same within the agreed-upon period stated on the list.
2. Provide names, addresses, telephone numbers of all agencies and entities deemed essential to the performance of the Agreement. Consultant shall coordinate with City on any subsequent meetings with these entities and agencies.
3. Set up and coordinate with Consultant meeting locations, schedules, timing, subjects, products and objectives of meetings with the general public, City Staff, City Planning Commission and the City Council.
4. Publish, post and distribute the IS/NOP and DEIR to all interested parties (Consultant will distribute IS/NOP and DEIR to the Office of Planning and Research (OPR) and the FEIR to agencies commenting on the Draft EIR).

EXHIBIT D

GENERAL PROVISIONS

Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR)

1. **Independent Contractor.** 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.

2. **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. **Time.** 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. **General Liability.** 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 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. 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. Automobile. 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. Errors and Omissions. 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.

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 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.

5. **Indemnity.** Consultant 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 attorney's 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 Consultant, any subcontractor of Consultant, 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. This indemnification and duty to defend and hold harmless the City shall survive completion of the work and term of this Agreement and shall be for the full period of time allowed by law. Lack of insurance coverage does not negate Consultant's obligation under this paragraph or this Agreement.

6. **Consultant Not Agent.** 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. **Assignment Prohibited.** 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. **Standard of Performance.** 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 first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **City Representative.** The City Manager is the representative of the City and will administer this Agreement for the City.

11. **Termination.**

A. 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:

1. Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term “writings” shall be construed to mean and
Page 5 of Exhibit D
to Consultant Services Agreement
Reso. No. 2016-

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 Twenty-Nine Thousand Two Hundred and Sixty (\$29,260.00) 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.

B. 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. Non-Discrimination. 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 et seq.

13. Ownership of Information. All professional and technical information 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. Waiver. 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. Entirety of Agreement. 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.

16. 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.

17. Counterparts. 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**

Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR)

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**
Adrienne Graham, CEQA Consultant/Quarry Row Subdivision
Environmental Impact Report (EIR)

I have read this Notice to Consultant of Disclosure Obligations under the California Political Reform Act and have determined that (check one):

_____ By virtue of the work that I will perform under this Consultant Services Agreement, I am a public official within the meaning of the Political Reform Act. Enclosed is my Assuming Office Statement (Form 700).

_____ Under this Consultant Services Agreement, I will not be performing the duties of a public official/consultant within the meaning of the Political Reform Act.

Dated: _____

(Name of Consultant)

By: _____

(Signature)

(Type Name)

(Address)

(Address)

CALIFORNIA ADMINISTRATIVE CODE
TITLE 2. ADMINISTRATION
DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION
CHAPTER 7. CONFLICTS OF INTEREST
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.
 - (2) “Consultant” means an individual who, pursuant to a contract with a state or local government agency:
 - (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule, or regulation;
 - 2. 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)(1)(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.)

6. 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 Intention to Annex Territory to Rocklin Community Facilities District No. 5 Annexation No. 43 (The James Apartments)

Submitted by: Mary Rister

Date: October 11, 2016

Department: Administrative Services

Reso. No. 2016 -

- **Staff Recommendation:** Approve the Resolution of Intention to annex territory to Rocklin Community Facilities District No. 5 (43rd Annexation) and to authorize the levy of special taxes therein for The James Apartments.

BACKGROUND: Owners of 9.78 acres of real property, identified as Sunset West Lot 2a have submitted for building permits to construct a 186 unit apartment complex project to be called the James Apartments (Attachment No. 1). One of the conditions for approval of the project is annexation into Community Facilities District (CFD) No. 5. Community Facilities District No. 5 finances the operation and maintenance of publically owned parks, parkways, landscaping and street/parkway lighting.

FINDINGS & RECOMMENDATIONS:

Findings:

- The property owners have submitted a petition and waiver (Attachment No. 2) for Community Facilities District No. 5 which requests the annexation to occur and waives some of the procedural requirements for processing the annexation.
- A public hearing is required on the matter of the annexation which shall be held on November 22, 2016 at 6 P.M.

Conclusions:

- With this petition and waiver, the Council may adopt the resolution of intention at this meeting, and proceed with the hearing and order of the annexation at its regular meeting on November 22, 2016.

Recommendations:

- Staff recommends Approving the Resolution of Intention to annex territory to Rocklin Community Facilities District No. 5 (43rd Annexation), to authorize the levy of special taxes therein for The James Apartments and to set the public hearing for November 22, 2016.



Ricky A. Horst, City Manager
Reviewed for Content



DeeAnne Gillick, Interim City Attorney
Reviewed for Legal Sufficiency

Attachments:

- The James Apartments (Sunset West Lot 2a) Annexation Map No. 43
- Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982

JRS ROCKLIN PARTNERS, LLC
PO BOX 160287
SACRAMENTO, CA 95816

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982 (The James Apartments/CFD No. 5 Annexation No. 43).

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin Community Facilities District No. 5 (43rd Annexation) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting to the real property proposed to be annexed.

The undersigned hereby further requests that the annexation and levy of the special tax proceed as quickly as possible. Being that there are fewer than twelve registered voters residing in the area to be annexed to the CFD, and the undersigned being the only expected qualified elector for the annexation, the undersigned does hereby waive on its behalf the provisions of Government Code section 53326 requiring that the special election concerning the levy of a special tax imposed under the Act be held at least 90 days following the close of the protest hearing applicable to that special tax, and the undersigned does hereby consent to an election concerning the levy of such a special tax prior to expiration of the prescribed 90-day period.

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to be returned as quickly as possible to the City Clerk of City, and the results of said election may be canvassed and reported to you as soon as possible.

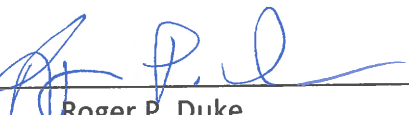
City Council
City of Rocklin
Page 2

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 5 and the levy of a special tax, and shall not be construed as applicable to any other or unrelated special election.

Submitted herewith is a check for \$3,087.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this 19 day of September, 2016.

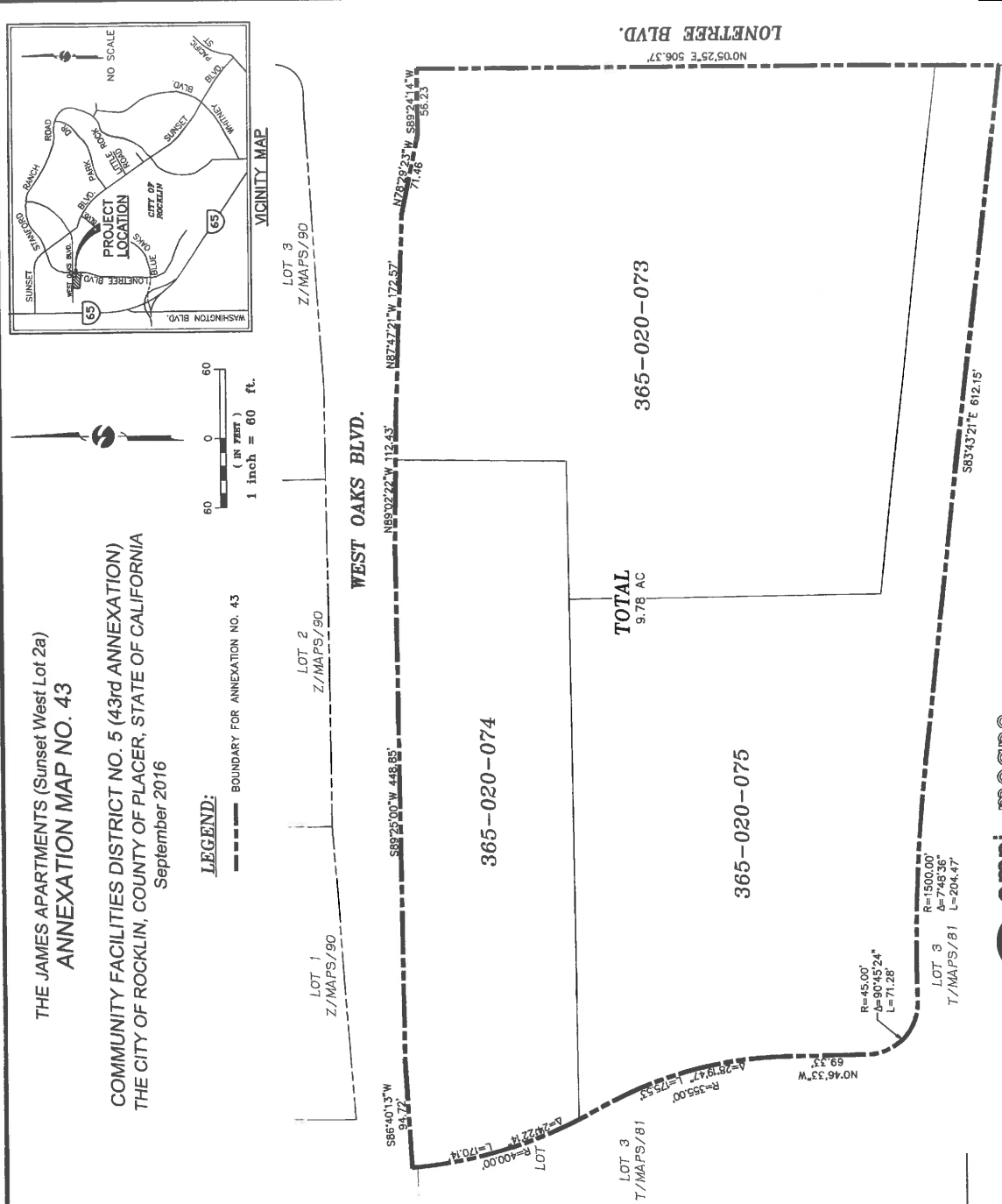
JRS Rocklin Partners, LLC

By 
Roger P. Duke

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel No.(s) 365-020-073-000, 365-020-074-000, 365-020-075-000 and the property consists of a total of 9.78 acres.

The address of the above owner for purposes of receiving all notices and ballots is
PO BOX 160287
Sacramento, CA 95816

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____



THE JAMES APARTMENTS (Sunset West Lot 2a)
ANNEXATION MAP NO. 43

COMMUNITY FACILITIES DISTRICT NO. 5 (43rd ANNEXATION)
THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
September 2016

LEGEND:

--- BOUNDARY FOR ANNEXATION NO. 43

NOTES:
REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED
"PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT
NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF
CALIFORNIA," FILED THE 13th DAY OF SEPTEMBER, 1996, AT
THE HOUR OF 2:06 P.M. IN BOOK 3 OF MAPS COMMUNITY
FACILITIES DISTRICT AT PAGE 4, IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF
CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

CITY CLERK'S STATEMENT:
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF
ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS
____ DAY OF _____, 20____

BARBARA IVANUSICH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF ANNEXATION NO. 43 TO COMMUNITY
FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF
PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF,
HELD ON THE ____ DAY OF _____, 20____ BY
ITS RESOLUTION NO. _____

BARBARA IVANUSICH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:
FILED THIS ____ DAY OF _____, 20____ AT
THE HOUR OF ____ M., IN BOOK ____ OF
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS,
AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN
THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO
PLACER COUNTY RECORDER
FILE NO. _____
BY: _____ DEPUTY
FEE: _____



SHT. 1 OF 1

339EX049.D

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX
TERRITORY TO ROCKLIN COMMUNITY FACILITIES
DISTRICT NO. 5 (43rd ANNEXATION)
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(The James Apartments)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 3 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 43 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 43 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as The James Apartments.

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

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

These rates are equal to the rates currently authorized to be levied in the CFD.

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

Section 7. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 5, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on November 22, 2016, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California

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

PASSED AND ADOPTED this 11th day of October, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 5 - ANNEXATION 43
(The James Apartments)**

A. Purpose for the Special Tax.

The annual special tax shall be levied by the City on each parcel within the Rocklin Community Facilities District No. 5 – Annexation No. 43 – The James Apartments (the “CFD”) as shown on the Placer County Assessor's records, based on the apportionment procedure specified herein for the purpose of paying for street and parkway light maintenance, streetscape and open space maintenance, park maintenance and administration expenses.

B. Determination of Parcels Subject to the Special Tax.

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

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

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

C. Definitions.

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

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

"Annual Special Tax Requirement" means the amount necessary each year to pay for the activities of the Facilities District No. 5, Annexation No. 43 – The James Apartments.

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

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

"City" means the City of Rocklin.

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

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

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

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

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

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

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

"Maximum Annual Tax for Final Lots" means \$108.74 per EDU, adjusted annually for inflation by a factor of 4%.

"Maximum Annual Tax for Undeveloped Property" means \$1,287 per acre, adjusted annually for inflation by a factor of 4%.

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

"Parks Maintenance" means all costs associated with the maintenance of public parks located within the Rocklin area. Costs associated with maintenance may include, but

are not limited to, the cost of labor, materials, water, electricity, equipment, and contract services associated with the maintenance of public parks.

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

"Special Tax Requirement" means the amount necessary in any fiscal year to pay for the authorized services and to cure any delinquencies in the payment of special taxes levied in prior years or (based on delinquencies in the payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected.

"Street/Parkway Lighting Maintenance" means all costs associated with the maintenance of street/parkway lights, including costs for electricity, maintenance, replacement, depreciation, repair, property insurance, premiums, and any other costs normally associated with the maintenance of these facilities.

"Streetscape and Open Space Maintenance" means all costs associated with the maintenance of landscaping within the public right-of-way and within publicly owned open spaces along the public right-of-way as designated by the City of Rocklin. Costs associated with maintenance may include, but are not limited to the cost of labor, materials, water, electricity, equipment, and contract services associated with the maintenance of the landscaping.

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

D. Calculating the Maximum Annual Special Tax.

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

- Step 1 Identify all Final Lots in the CFD and determine if the Final Lot is a single family lot, a Multi-Family Lot or a Commercial Lot.
- Step 2 a) For each Single Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots.
- b) For each Multi-Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots, multiplied by .63, and multiplied again by the number of dwelling units approved or built on each multi-family lot.

- c) For each Commercial Lot identified in Step 1, multiply the acreage within the Commercial Lot by 3, and multiply the result by the Maximum Annual Tax for Final Lots.

Step 3 Identify all Undeveloped Property by acreage.

Step 4 Apply the Maximum Annual Tax Rate for Undeveloped Property to each acre of undeveloped property identified in Step 3.

E Changes to the Maximum Annual Tax.

Beginning July 1, 2017 and each July 1, thereafter, the maximum annual tax shall be increased by 4%.

F. Apportionment and Levy of Special Tax.

Commencing with fiscal year 2016-2017 and for each following fiscal year, the administrator shall determine the annual special tax requirement for the CFD by applying the following steps. Based on the administrator's determination, the special tax will be levied.

Step 5 Identify the total Special Tax Requirement to be paid in the fiscal year for which the special tax is being calculated.

Step 6 For each Final Lot, determine the number of EDUs for that lot by applying the appropriate land use factor shown in the table above.

Step 7 Add all EDUs determined in Step 6.

Step 8 Divide the total Special Tax Requirement by the total number of EDUs to determine the annual tax per EDU and multiply that amount times the number of EDUs in each Final Lot applying the appropriate land use factor.

Step 9 If the amount calculated in Step 8 is less than or equal to the Maximum Annual Tax for Final Lots, then that amount shall be levied on all Final Lots. **If the amount calculated in Step 8 is more than the maximum annual tax, the maximum annual tax should be levied on all final lots.**

If the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots is less than the Special Tax Requirement, then that difference shall be collected by an assessment against the Undeveloped Property.

- Step 10 Subtract the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots from the Special Tax Requirement.
- Step 11 Determine the total number of acres of Undeveloped Property.
- Step 12 Divide the remaining Special Tax Requirement from Step 10 by the total number of acres of Undeveloped Property to arrive at the annual tax per acre of Undeveloped Property and the levy that amount against each acre of Undeveloped Property, up to the Maximum Annual Tax for Undeveloped Property.

G. Manner of Collection.

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

The following parcel, and any subsequent parcels stemming from the following parcels, are included with the Community Facilities District No. 5 – Annexation 43 – The James Apartments:

365-020-073-000
 365-020-074-000
 365-020-075-000



City Council Report

Subject: Authorizing City Attorney to Provide Informed Consent of Potential Conflicts

Submitted by: DeeAnne Gillick, Interim City Attorney

Date: October 11, 2016

Department: Legislative

- **Staff Recommendation:** Approve Resolution of the City Council of the City of Rocklin Authorizing the City Attorney to Sign an Informed Written Consent Waiving Potential Conflicts of Interest and Adopting a Procedure to Provide Informed Consent

BACKGROUND:

The City of Rocklin is represented by the City Attorney and utilizes outside counsel to represent it on various matters from time to time. Occasionally an attorney or a firm will ask the City for a conflict waiver as they have or currently represent the City and they have been asked to represent another party and that representation raises a conflict or potential conflict. According to the Rules of Professional Conduct the City Council is the client for purposes of conflict waiver for the City as the City Council is the highest authorized body governing the City. The City Council would have to waive a potential conflict by formal City Council action, unless it delegated the authority to the City Attorney.

In most cases potential conflicts of interest under the Rules do not raise any significant issues. However in some situations actual conflicts occur and these situations should be avoided. The City Attorney believes it can be expeditious and helpful to all parties handling a legal matter to have a procedure for an advance waiver or authorization to provide written consent in limited cases. In these situations the City Attorney would have the discretion, after consultation with the Mayor, to provide informed written consent on behalf of the City in noncontroversial matters where a potential, but not an actual conflict exists.

FINDINGS & RECOMMENDATIONS:

Findings:

- The Rules of Professional Conduct require an attorney to obtain informed written consent from its client if the representation raises a conflict or potential conflict.

- The City Council acting as the highest authorized body governing the City serves as the client for purposes of conflicts of interest.
- The City Council would have to waive a potential conflict by formal City Council action, unless it delegated the authority to the City Attorney.
- It can be expeditious and helpful to all parties handling legal matters to have a procedure for an advance waiver or authorization to provide written consent in limited cases.

Recommendations:

- It is recommended that the City Attorney is authorized to provide informed written consent on behalf of the City Council in cases where a potential, but not an actual conflict of interest exists, and where the City Attorney is of the opinion that such representation does not jeopardize any interests of the City.
- Prior to providing the informed written consent the City Attorney will consult with the Mayor to review the facts and requested waiver.
- Although authority is delegated to the City Attorney in limited situations, the City Attorney may bring a conflict waiver to the City Council for its review and decision.
- Actual conflicts of interest are discouraged and these situations will be presented to the City Council for consideration.

Alternatives:

- The City Council may decline to delegate the authority to the City Attorney and all potential and actual conflicts will be considered by the City Council.

Fiscal Impact:

- None.



Ricky A. Horst, City Manager
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 AUTHORIZING THE
CITY ATTORNEY TO SIGN AN INFORMED WRITTEN CONSENT WAIVING
POTENTIAL CONFLICTS OF INTEREST AND ADOPTING
A PROCEDURE TO PROVIDE INFORMED CONSENT

WHEREAS, the City Attorney is the attorney for the City Council acting as a body and its legal counsel advising the City on all legal matters pertaining to City business;

WHEREAS, the City Council may define the duties of the City Attorney consistent with state law and the Rules of Professional Conduct;

WHEREAS, the Rules of Professional Conduct provide that the City Attorney's client for purposes of conflicts of interest is the City Council acting as the highest authorized body governing the City;

WHEREAS, the Rules of Professional Conduct as provided in Attachment A provide that an attorney may not represent certain parties without informed written consent of other clients or former clients when a potential or actual conflict of interest exists;

WHEREAS, the City of Rocklin utilizes outside counsel to represent it on various matters and occasionally an attorney or the firm will ask the City for a conflict waiver as they have or currently do represent the City and have been asked to represent another party and that representation raises a conflict or potential conflict;

WHEREAS, in most cases potential conflicts of interest do not raise any significant issues, while an actual conflict of interest is generally one that should be avoided;

WHEREAS, the City Council, as the Client, would have to waive a potential conflict by formal City Council action, unless it delegated the authority to the City Attorney; and

WHEREAS, the City Attorney believes it can be expeditious and helpful to all parties handling a legal matter to have a procedure for an advance waiver or authorization to provide written consent in limited cases.

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

1. The City Attorney is authorized to provide informed written consent on behalf of the City Council in cases where a potential, but not actual conflict of interest exists and where the City Attorney is of the opinion that such representation does not jeopardize any interests of the City.
2. An attorney seeking a conflict waiver or written consent must fully comply with the disclosure provisions in the Rules of Professional Conduct.
3. Prior to providing the informed written consent, the City Attorney will consult with the Mayor to review the facts of the requested waiver.
4. Nothing in this Resolution limits the City Attorney's judgement and ability to bring a conflict waiver request to the City Council for its review and decision.
5. This Resolution grants written consent authority to the City Attorney in noncontroversial matters where a potential, but not actual conflict exists.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Mayor

ATTEST:

Barbara Ivanusich, City Clerk



RESOLUTION NO. 2016-
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
DECLARING THE MONTH OF OCTOBER AS
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence in their lifetime; a woman is assaulted or beaten every nine seconds in the U.S. Domestic violence is the leading cause of injury to women in this country. Every day, at least three U.S. women are killed by their partners;

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year and approximately 60% of abusers abuse the children in the household;

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on the family, friends, and the community at large;

WHEREAS, families are indispensable to a stable society, and there should be a place of support to instill responsibility and values in the next generation;

WHEREAS, domestic violence is widespread and is devastating to society as a whole;

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference;

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse;

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law;

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; Stand Up Placer housing participants doubled from 2015 to 2016. In the next year it will double again. Housing is a key need for survivors wishing to live a life that is violence free;

WHEREAS, we encourage domestic violence survivors and their families to seek assistance from appropriate victims' services organizations such as Stand Up Placer by calling the crisis hotline 1-800-575-5352 or the National Domestic Violence Hotline 1-800-799-7233;

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

WHEREAS, important partnerships have been formed among criminal and juvenile justice agencies, healthcare, allied professionals, philanthropic organizations, and victim services to assist victims of domestic violence and their families;

WHEREAS, we dedicate ourselves to protecting and supporting vulnerable members of our community.

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

Section 1. The City Council of the City of Rocklin declares October 2016 as Domestic Violence Awareness Month and October 20th as Go Purple, Wear Purple Day and urges all citizens to actively support Stand Up Placer's work towards the elimination of domestic violence.

PASSED AND ADOPTED this 11th day of October, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk



Memo

To: Rocklin City Council
From: Councilmember Scott Yuill
Subject: Commemoration Wall Concept

Background

The City of Rocklin, like many cities, has a number of residents who contribute to our community. Often it is suggested that these people be recognized by the City in some way. Even though we have the Ruhkala Community Service Awards, it is sometimes suggested that the city name a park in honor of the individual.

As you know, previous councils appointed a committee to come up with a process for naming parks. That committee recommended parks be named for individuals and families who have made a significant contribution to the history of Rocklin. During the initial naming of parks using this criteria, there were individuals and families who did not make the list, but were tabbed for future consideration. We should not forget those people, and should develop a way to pay appropriate tribute to them, and others, who in the future also rise to the level of commemoration.

Discussion

We all know that the city doesn't have enough parks to name for everyone who deserves recognition for their contributions to our community. Other communities have wrestled with this problem and some have created a "wall of honor" that allows them to recognize individuals.

Walls of honor, or similar tributes, are often located in a historical location in the city or in City Hall. There is usually a committee of the council and community members that establishes selection criteria and makes a recommendation of names to be added. When an individual is chosen, a plaque and sometimes a picture, is added to the wall. Usually there is an appropriate ceremony.

Recommendation

That the City Council create an ad hoc committee of the City Council to explore the idea of creating a Rocklin wall of honor or some commemoration concept that could be located in Peter Hill Heritage Park, or another appropriate prominent location.



City Council Report

Subject: Parks, Recreation and Arts Commission Public Art Action

Submitted by: Karen Garner, Recreation, Arts, and Event Tourism Director

Date: October 11, 2016

Department: Recreation, Arts, and Event Tourism

- **Staff Recommendation:** None. Report for information only.
-

BACKGROUND:

On January 26, 2016, the City Council adopted the Rocklin Public Art Master Plan per the recommendation of the Parks, Recreation, and Arts Commission. The Plan outlines various goals and strategies related to increasing and enhancing public art in Rocklin. One way this will be achieved is by encouraging and facilitating public art through private development projects.

Approval of public art in a private development project is the responsibility of the Parks, Recreation and Arts Commission, however the Commission's action and information about the public art project is reported to the City Council per the policies of the Public Art Master Plan. The report is to include a brief description of the artwork selected and a photo or rendering. The City Council may request additional information and/or choose to have final review and approval for any municipal public art project if they so choose.

Recently, the Parks, Recreation, and Arts Commission reviewed the first proposal for public art. Review of the public art is limited to the criteria within the plan. Applicable criteria were incorporated into a checklist that the Commission used in reviewing the project.

Commission Action

Project: Public Art – Rocklin Station retail center (proposed – retail project tentatively proposed to be reviewed by the Planning Commission prior to the end of the year.)

Location: Sierra College Blvd. adjacent to Interstate 80 and across from the Rocklin Crossings retail center

Commission Action: The Parks, Recreation, and Arts Commission unanimously approved the public art project at their meeting on August 19, 2016.

Conditions of Approval: The commission conditioned the project to include an identifying plaque as required in the criteria in the Public Art Master Plan. The developer submitted information on the plaque that will be attached to the art work.

CONCLUSIONS

The Commission reviewed the proposed public art and found the proposal to be in compliance with the criteria as defined by the Public Art Master Plan. This information is provided to council per the policies of the Public Art Master Plan with no action required by council.



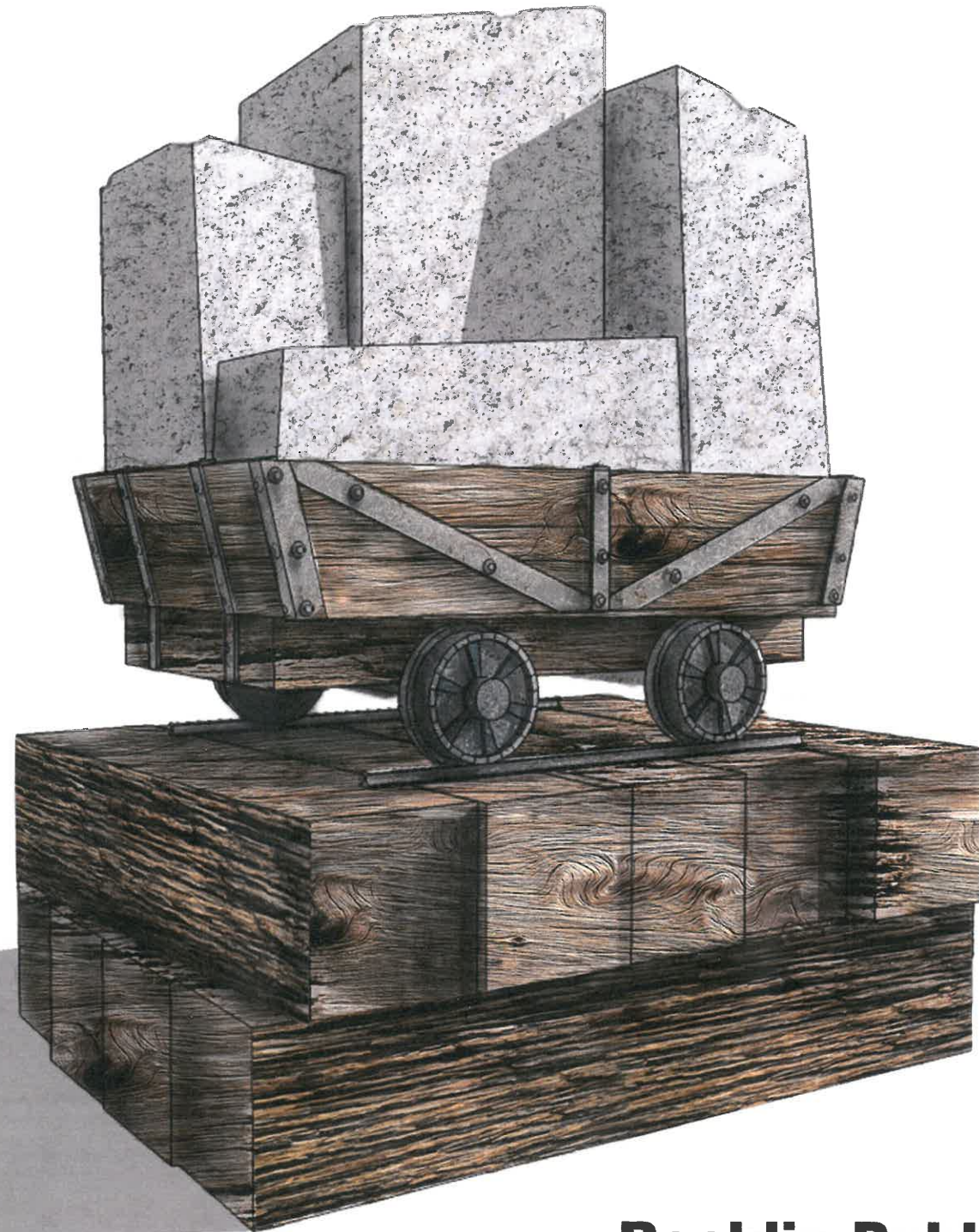
Ricky A. Horst, City Manager
Reviewed for Content



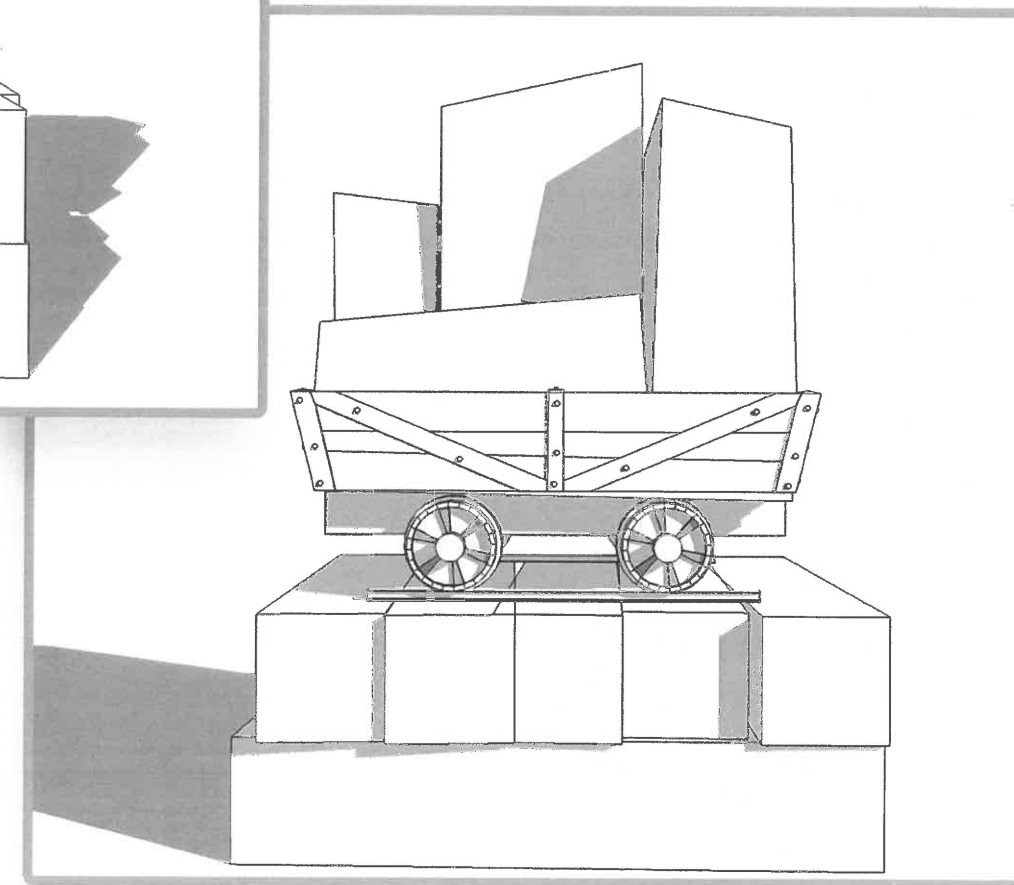
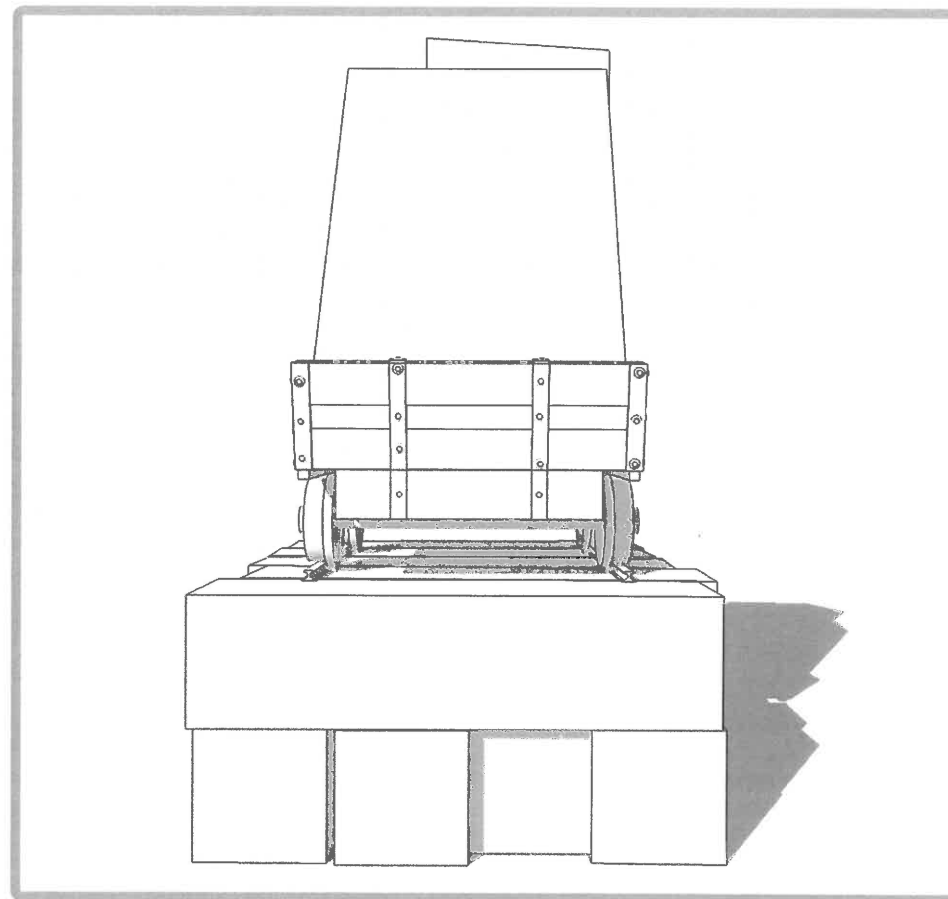
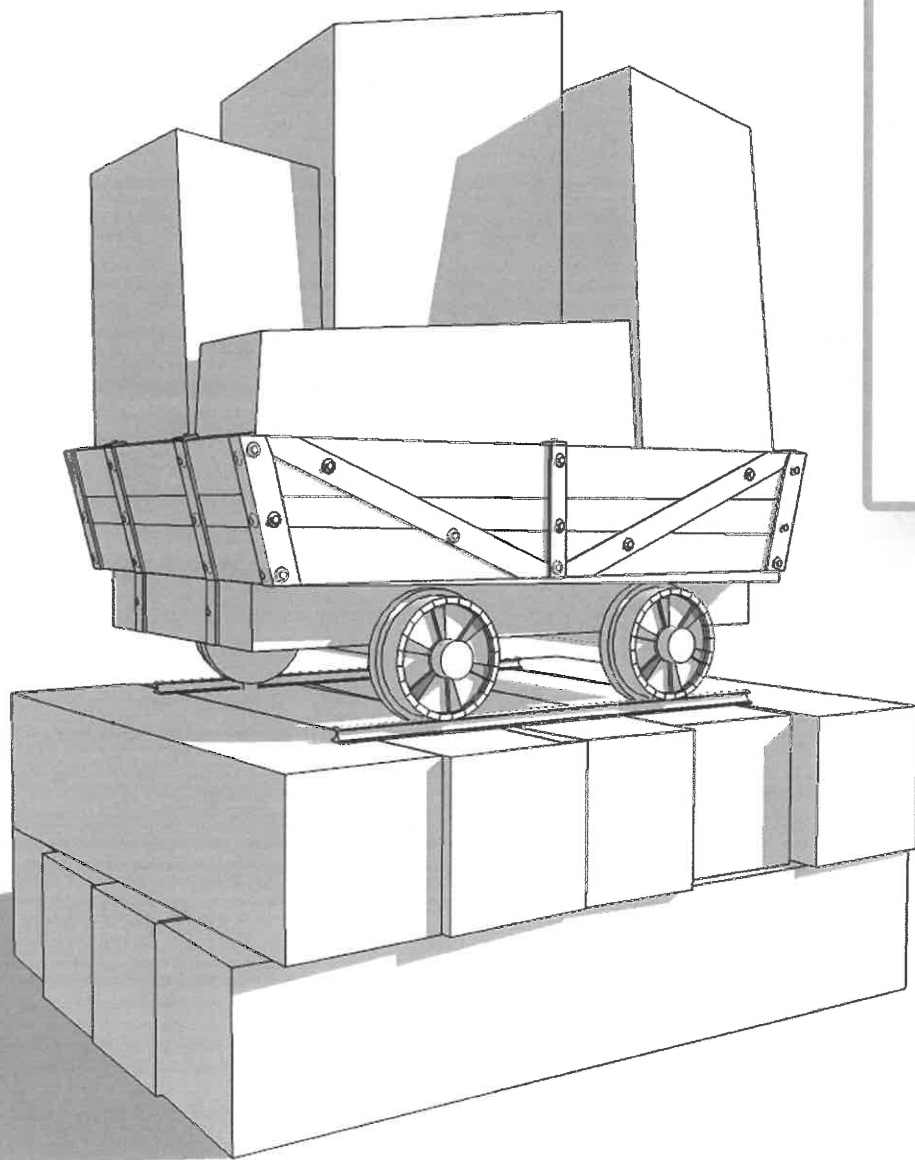
DeeAnne Gillick, Interim City Attorney
Reviewed for Legal Sufficiency

Attachments:

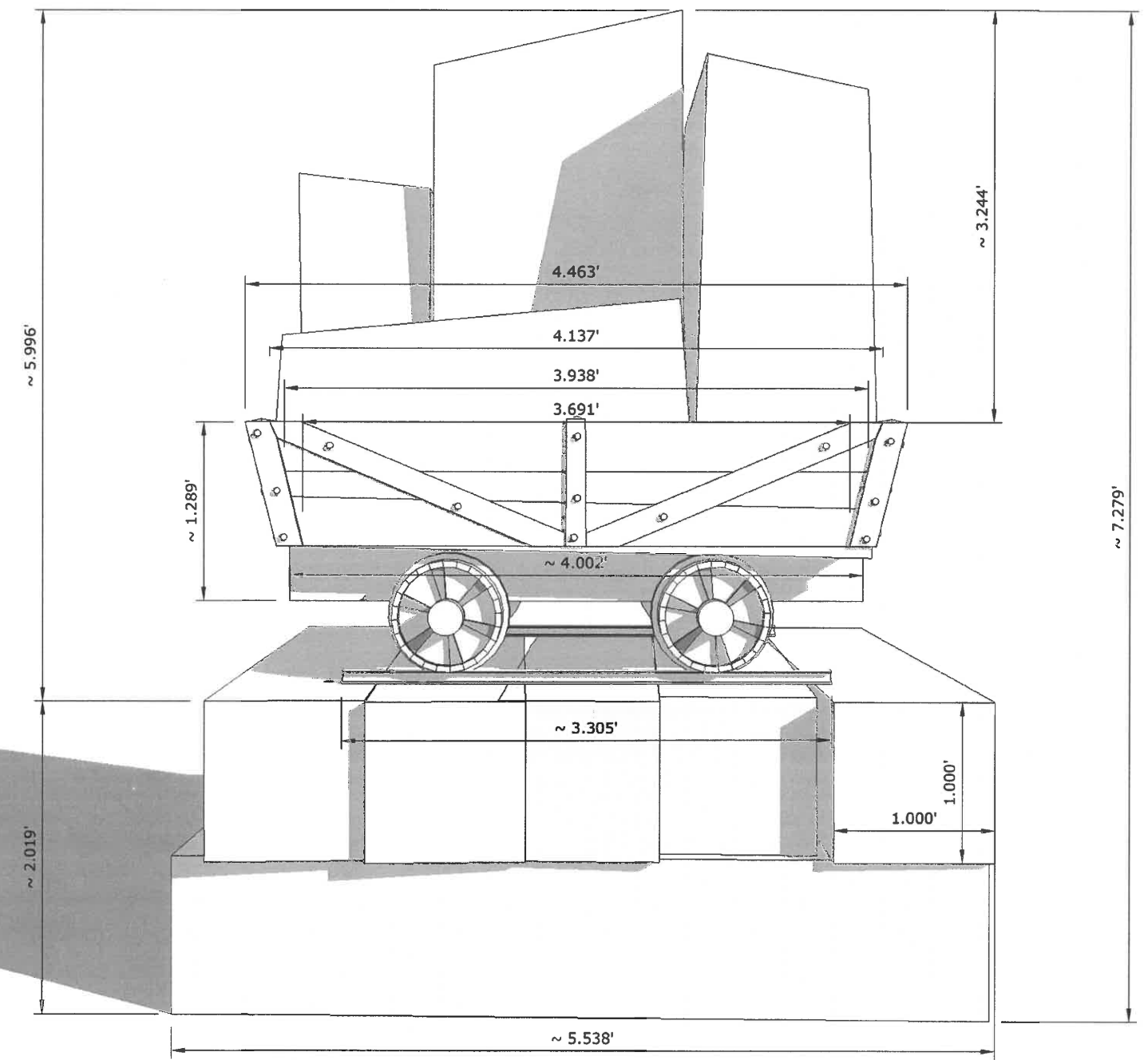
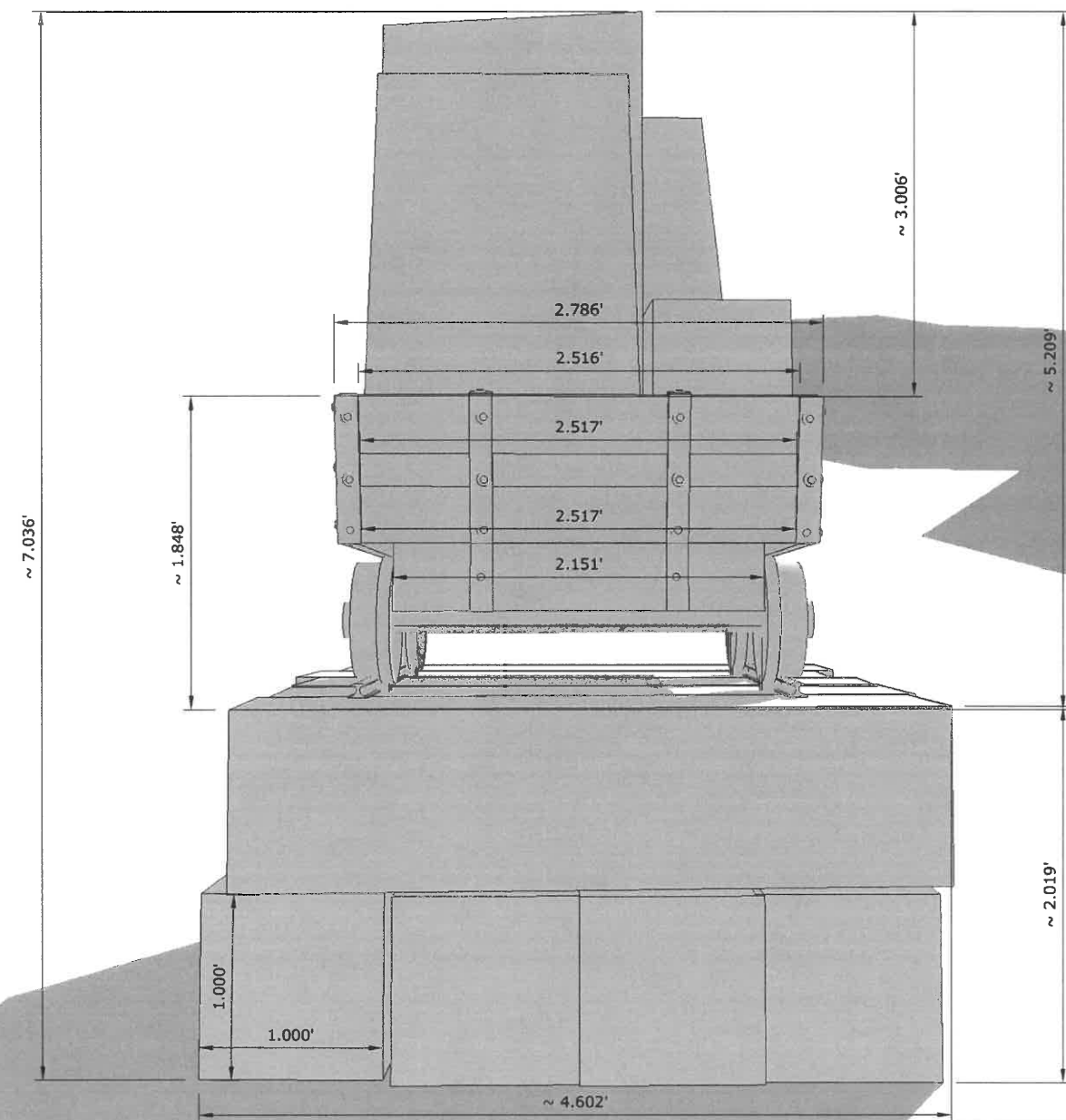
- Rocklin Station Public Art Proposal
- Commission Public Art in Private Development Checklist



Rocklin Public Art Sculpture project

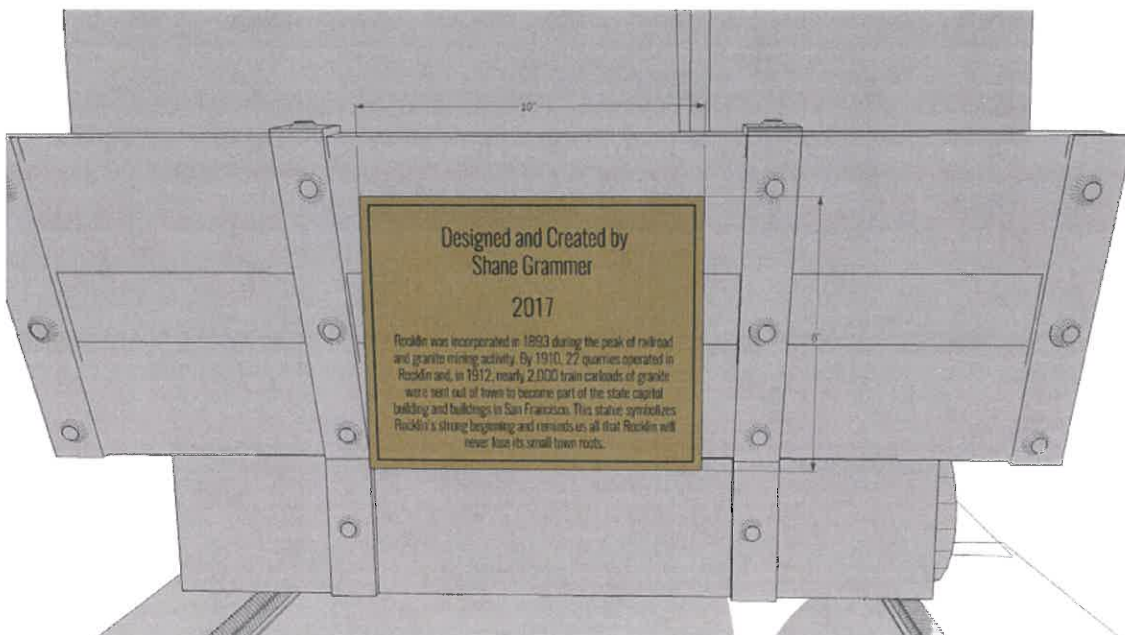
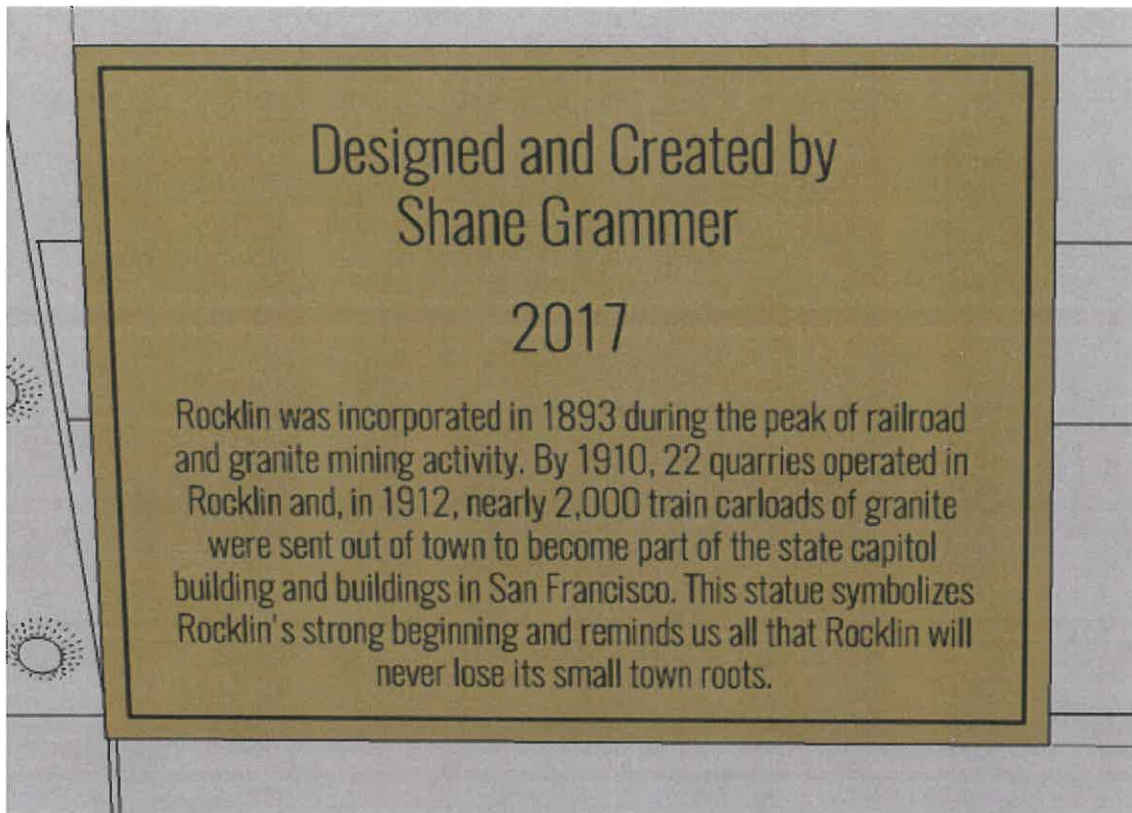


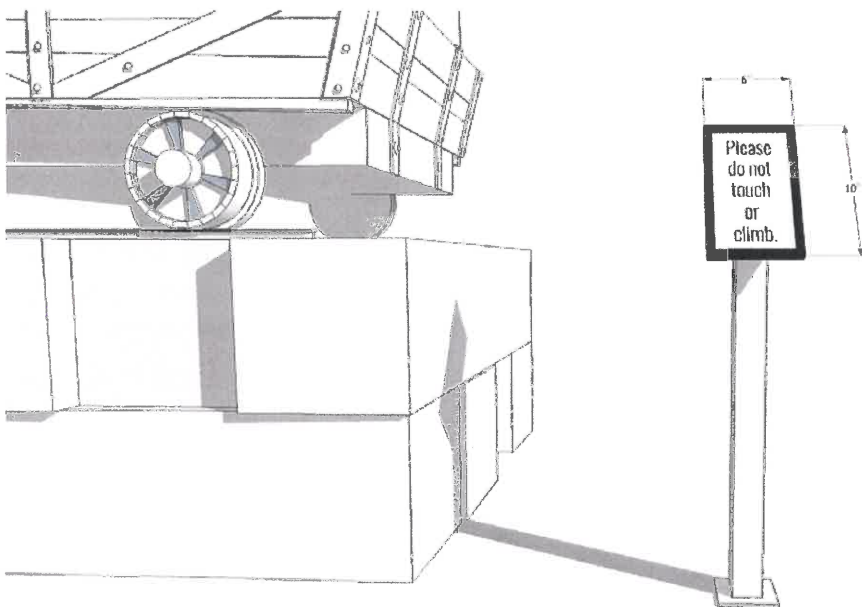
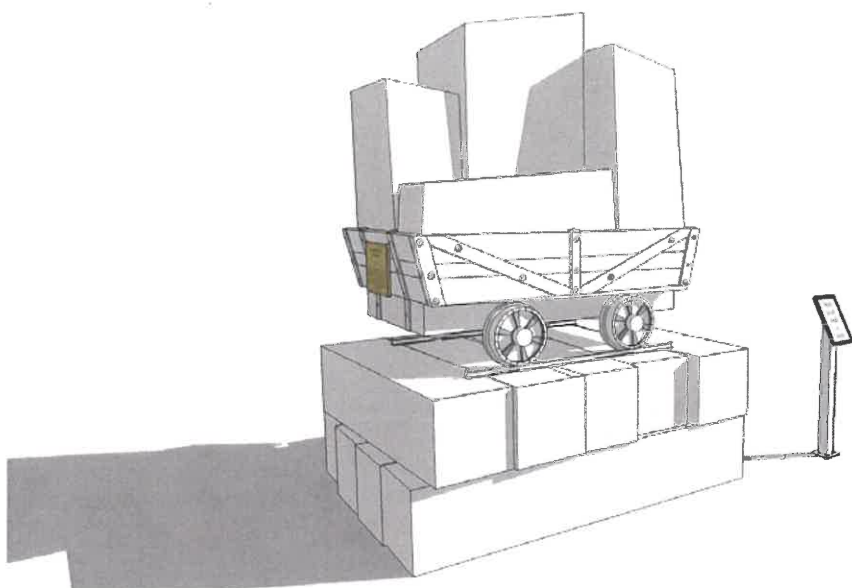
Rocklin Public Art Sculpture project



Rocklin Public Art Sculpture project

Rocklin Station Public Art - Plaque





Review of Public Art in a Private Development Project

Vision of the Public Art Master Plan

The City of Rocklin aspires to create a diverse artistic environment that enriches the daily life of its citizens. Public art enhances civic pride and creates a deeper interaction with the places we visit and in which we work and live. Creating a healthy art presence is a vital part of the community infrastructure and is a catalyst for economic development.

Mission of the Public Art Master Plan

The City of Rocklin is committed to providing its citizens with exceptional quality of life through public art while honoring the City's heritage and small town sense of community.

Development Project Name:	
Development Location:	
Developer:	
Date Reviewed:	
Type of Artwork/Description:	

Eligible Artwork?	Yes:	No:
<p>Eligible Artwork may include:</p> <ul style="list-style-type: none"> • Sculpture: free-standing, wall supported or suspended; kinetic, electronic; in any appropriate material or combination of materials. • Murals or portable paintings: in any appropriate material or variety of materials, with or without collage or the addition of non-traditional materials or means. • Photography, original works of graphic art, limited edition prints, works on/of paper, original paintings. • Earthworks, fiberworks, waterworks, neon, glass, mosaics, or any combination of forms of media including sound, literary elements, holographic images, or hybrids of media and new genres. • Furnishings or fixtures, including but not limited to gates, railings, streetlights or seating, if created by artists as unique elements. • Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist. 		<p>Ineligible Works of Art:</p> <ul style="list-style-type: none"> • Directional elements such as supergraphics, signage or color coding except where these elements are integral parts of an overall design created by a professional visual artist • "Art objects" which are mass produced or of standard manufacture, such as playground equipment, fountains or statuary elements, unless incorporated into an artwork by a project artist • Reproductions by mechanical or other means, of original works of art • Decorative, ornamental, architectural or functional elements which are designed by the building architect, as opposed to elements created by an artist commissioned for that purpose. • Landscape architecture and landscape gardening except where these elements are designed by a professional visual artist and/or are an integral part of the artwork by the artist. • Any piece of Art that does not align with the City of Rocklin mission, vision, and values. (Profanity, politically themed, nudity, etc.)

✓	General Criteria	Notes:
	Budget. The <u>recommended</u> budget for private development projects is 1% of the building permit value for new construction (or alteration of more than 50% of the G.S.F. of an existing structure or area), for all projects of 25,000 sq. ft. or greater.	
	Artist. The creator of the work of art shall be a practitioner in the visual arts who is recognized as an artist of serious intent and who is not a member of the project architect or landscape architect firm.	
	Artistic Quality. Works of art must be unique and shall include excellence in craftsmanship, originality in conception, and integrity of materials.	
	Media. All forms of media may be considered. Works may be portable, permanently affixed, or incorporated in the design and/or function of a public space. Temporary exhibits or installations may also be considered for extended periods of time.	
✓	Site Criteria	Notes:
	Location. May include, but not limited to, site entries, vistas, plazas, common areas, project walls, gates, and prominent corners.	
	Proportion. The artworks shall be proportionate with the scale of the development in terms of visibility, compatibility with the architecture and landscape, and impact on the surrounding environment.	
	Visibility and public access. Artwork should be visible and accessible by the public.	
	Public safety. All works of art or temporary installations shall be evaluated to ensure their compliance with public safety requirements.	
	Traffic patterns. Location should consider traffic patterns, both pedestrian and vehicular in terms of visibility and access.	
	Relationship. Relationship of art to the site's existing or future architectural or natural features as well as the function and use of the facility or site.	

	Future Development. To the extent possible, future development plans for the area that may affect the public art project should be considered.	
	Existing Art. Relationship of the proposed work to existing works of art or design elements within the site's vicinity	
	Context. Social or cultural context of the proposed artwork relative to the site and its surrounding environment.	
	Permanence. For permanently installed works, due consideration shall be given to the work's structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.	
✓	Artwork Management	Notes:
	Ownership. If the artwork is located within a private community the property owner would own the completed artwork and would be responsible for the care, insurance, and keeping of accurate records about the piece. If the artwork is located within a public right of way the City of Rocklin would own the completed artwork and would be responsible for the care, insurance, and keeping of accurate records about the piece.	
	Recordkeeping. The owner is responsible for keeping accurate, updated records of any public artwork they commission or acquire. Recordkeeping will include identifying the project on-site with a plaque and maintaining files on the artwork. Duplicate records will be kept on file with City of Rocklin.	
	Maintenance. The owner is responsible for the care and repair of any public artwork they commission or acquire and should follow instructions provided by the artist.	